

| SUPPORT AGREEMENT | | | |
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| 1. AGREEMENT NUMBER <i>(Provided by Supplier)</i> | 2. SUPERSEDED AGREE. NO. <i>(If this replaces another agreement)</i> | 3. EFFECTIVE DATE (YYYYMMDD) 03 01 15 | 4. EXPIRATION DATE <i>(May be "Indefinite")</i> Indefinite |
| 5. SUPPLYING ACTIVITY | | 6. RECEIVING ACTIVITY | |
| a. NAME AND ADDRESS U.S. Army Corps of Engineers Transatlantic Programs Center (CETAC) P.O. Box 2250 Winchester, VA 22604-1450 | | a. NAME AND ADDRESS U.S. Department of State (DoS) Attn: Mr. Chris Duvall, PM/PPA, RM 5827 2201 C St. NW Washington, DC 20520 | |
| b. MAJOR COMMAND U.S. Army Corps of Engineers | | b. MAJOR COMMAND U.S. Department of State | |
| 7. SUPPORT PROVIDED BY SUPPLIER | | | |
| a. SUPPORT <i>(Specify what, when, where, and how much)</i> | | b. BASIS FOR REIMBURSEMENT | c. ESTIMATED REIMBURSEMENT |
| <p>This Support Agreement (SA) is entered into between the U. S. Army Corps of Engineers, represented by the Transatlantic Programs Center (CETAC), the supplying activity, and the U.S. Department of State, Bureau of Political-Military Affairs, Office of Policy, Plans and Analysis, the receiving activity, for planning and programming, engineering, acquisition, construction, quality assurance, and contract management in support of Afghanistan National Army (ANA) infrastructure requirements. The Corps will assist in planning, developing technical specifications and designs, award and administration of construction contracts, the provision of quality assurance oversight as applicable to complete all work in accordance with ANA requirements. This SA is entered into pursuant to the Economy Act, 31 U.S.C. 1535, DODI 4000.19 and FAR Subpart 17.5. Conditions of this SA and actions pursuant thereto is governed by applicable statutes, regulations, directives and procedures of the Government and Department of Defense. All procurement related actions taken by CETAC hereunder shall also be governed by applicable U.S. Army and Corps of Engineers' regulations and policies. Each party shall have a point of contact to handle matters relative to this SA.</p> | | <p>Planning, design, contract award, contract administration, and quality assurance.</p> | <p>See Page 3.</p> |
| ADDITIONAL SUPPORT REQUIREMENTS ATTACHED: | | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | |
| 8. SUPPLYING COMPONENT | | 9. RECEIVING COMPONENT | |
| a. COMPTROLLER SIGNATURE Robert M. D'Errico, RM | b. DATE SIGNED 1/15/03 | a. COMPTROLLER SIGNATURE Stephen J. Hudson | b. DATE SIGNED 1/14/03 |
| c. APPROVING AUTHORITY | | c. APPROVING AUTHORITY | |
| (1) Typed Name Robert R. Derrick, COL, EN, Commanding | | (1) Typed Name William J. Hudson | |
| (2) Organization CETAC-DE | (3) Telephone Number (540) 665-4073 | (2) Organization NEA/SA/EX | (3) Telephone Number 202 (647-2894) |
| (4) Signature <i>[Signature]</i> | (5) Date Signed 1/15/03 | (4) Signature <i>[Signature]</i> | (5) Date Signed 1/14/03 |
| 10. TERMINATION <i>(Complete only when agreement is terminated prior to scheduled expiration date)</i> | | | |
| a. APPROVING AUTHORITY SIGNATURE | b. DATE SIGNED | c. APPROVING AUTHORITY SIGNATURE | d. DATE SIGNED |

11. GENERAL PROVISIONS (Complete blank spaces and add additional general provisions as appropriate: e.g., exceptions to printed provisions, additional parties to this agreement, billing and reimbursement instructions.)

- a. The receiving components will provide the supplying component projections of requested support. (Significant changes in the receiving component's support requirements should be submitted to the supplying component in a manner that will permit timely modification of resource requirements.)
- b. It is the responsibility of the supplying component to bring any required or requested change in support to the attention of Mr. Chris Duvall, PM/PPA, U.S. Department of State prior to changing or cancelling support.
- c. The component providing reimbursable support in this agreement will submit statements of costs to: Mr. Chris Duvall, PM/PPA, U.S. Department of State, 2201 C St. NW, Washington, DC 20520
- d. All rates expressing the unit costs of services provided in this agreement are based on current rates which may be subject to change for uncontrollable reasons, such as legislation, DoD directives, and commercial utility rate increases. The receiver will be notified immediately of such rate changes that must be passed through to the support receivers.
- e. This agreement may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least 180 days written notice to the other party.
- f. In case of mobilization or other emergency, this agreement will remain in force only within supplier's capabilities.

g. **FUNDING:** DoS shall be responsible for all costs associated with CETAC's provision of goods or services under this SA. Payment shall be in U.S. currency. DoS shall provide funding as specified in this SA for the goods or services requested in advance of any obligation by CETAC to provide such goods or services. Funding transfers for the work to be performed will be accomplished by DoS providing an Economy Act reimbursable order in the form of a MIPR, stating the purpose and description of the work, dollar amount, source of funding (complete ordering appropriation accounting classification), and name and telephone number of ordering activity's POC for funding and payment information. The MIPR will also be signed by a DoS "Certifying Official" and a DoS "Authorizing Officer." Upon receipt of this MIPR, CETAC will accept the order and return an acceptance (DD Form 448-2) to the DoS. CETAC shall bill the DoS monthly for costs incurred, using Standard Form (SF) 1080. Voucher for Transfers Between Appropriations and or Funds, and the DoS shall reimburse CETAC using standard check payment procedures, with IPAC preferred. If, during CETAC's provision of goods and services, the actual cost to CETAC for the goods or services to be provided is forecasted to exceed the payment schedule, milestones, other progress indicators, or the total amount of funds provided under this SA, CETAC shall promptly notify DoS of the amount of additional funding that is needed to complete work. DoS shall either provide those additional funds to CETAC within thirty (30) days, require that the scope of work be limited to that which can be paid for by the then-available funds, or direct termination of the work under the SA. Within ninety (90) days of completing the work under this SA, CETAC shall conduct a final accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, CETAC shall return to DoS all funds in excess of the actual cost as then known, or DoS shall provide any additional funds necessary to cover the actual costs as then known. Such a final accounting shall in no way limit DoS' responsibility to pay for any costs, such as contract claims or other liability, which may become known after the final accounting.

h. **LIABILITY:** If liability is imposed on the U.S. Government as a result of CETAC's provision of services under this agreement, CETAC as Supply Activity, shall accept accountability for its actions, but DoS, in its capacity as Receiving Activity shall provide such funds as are necessary to discharge the liability and all related costs in accordance with all applicable requirements of the Economy in Government Act. (CONTINUED ON PAGE 3)

ADDITIONAL GENERAL PROVISIONS ATTACHED:

YES NO

12. SPECIFIC PROVISIONS (As appropriate: e.g., location and size of occupied facilities, unique supplier and receiver responsibilities, conditions, requirements, quality standards, and criteria for measurement/reimbursement of unique requirements.)

RESPONSIBILITIES OF PARTIES:

A. CETAC

- (1) CETAC POC is Robert Schaible, EC-MD, 540-665-3652. CETAC shall ensure that only authorized CETAC representatives sign this SA.
- (2) When requested by DoS, and on receipt of funding authority, CETAC shall provide services in accordance with the purpose, terms and conditions of this agreement.
- (3) CETAC shall use in-house and field office services to provide project management, design, contract acquisition, source selection, construction contract management services and quality assurance support under this agreement.
- (4) CETAC shall provide detailed periodic progress, financial and other reports to DoS as agreed to in this SA. Financial reports shall include information on all funds received, obligated and expended, and on forecast obligations and expenditures.

B. DoS

- (1) DoS POC Mr. Chris Duvall. DoS shall ensure that only authorized DoS representatives sign this SA.
 - (2) DoS shall provide scope of work for all DoS requirements.
 - (3) DoS shall provide funding for completion of all work.
 - (4) DoS shall pay all costs associated with CETAC's provisions of goods and services under this SA in a timely manner. The DoS shall pay all costs associated with the CETAC's provisions of goods or services under this SA and shall certify, at the time of signature of this SA, the availability of funds necessary to accomplish this SA.
 - (5) USCENTCOM, OMC-A. DoS will authorize CENTCOM, OMC-A representatives to issue work requests under this SA, and will provide CETAC with a CENTCOM, OMC-A POC for this purpose.
- (CONTINUED ON PAGE 3)

ADDITIONAL SPECIFIC PROVISIONS ATTACHED:

YES NO

ATTACHMENT

SUPPORT AGREEMENT CETAC - DOS (continued)

7. SUPPORT PROVIDED BY SUPPLIER:

7. c. Estimated Reimbursement: The estimated cost range for this support is \$7M - \$100M.

11. GENERAL PROVISIONS:

11. h. (continued). This obligation extends to all funds legally available to discharge this liability, including funds that may be made legally available through transfer, reprogramming or other means. Should the DoS have insufficient funds legally available, including funds that may be made legally available through transfer, reprogramming or other means, they remain responsible for seeking additional funds from Congress for such purpose, although nothing in this SA shall be construed to imply that Congress will appropriate funds sufficient to meet the liability.

12. ADDITIONAL SPECIFIC PROVISIONS:

B. DoS (continued)

(6) DoS shall be primarily responsible for performing all coordination with and obtaining any permits from U.S. and HN agencies, as necessary.

(7) DoS shall use its best efforts to obtain in expeditious manner duty free importations of materials, equipment, supplies, and services and other items that may be provided by the CETAC or its contractors for the purposes of work performed under this SA. The DoS shall reimburse CETAC for any duties or related charges it incurs.

(8) DoS shall use its best efforts to ensure exemption of any U.S. or third country contractors that may be employed by CETAC to perform work covered by this SA from host country corporate, personal, and other taxes of any nature, whether imposed at the Federal, state, or municipal level. The DoS shall reimburse the CETAC for any duties or other charges imposed.

(9) DoS shall use its best efforts to ensure that all CETAC contractors and contractor personnel (whether U.S. or third country) shall be exempt from value added taxes. In the event such taxes are imposed by the Government of Afghanistan, the DoS shall reimburse CETAC for any taxes or related charges incurred.

(10) DoS shall obtain for CETAC both necessary real estate interests and access to all work sites and support facilities.

(11) Unless existing agreements otherwise provide for the status of CETAC personnel, the DoS shall seek accreditation for CETAC personnel, including contractor personnel, at the same level that would be sought for DoS personnel performing similar functions and duties in the HN; provided, however, that the DoS shall notify the CETAC in any case when the CETAC personnel, including contractor personnel cannot be accredited, at a minimum, as members of the administrative and technical staff of the diplomatic mission of the United States in the HN. In the event the DoS is unable for any reason to

SUPPORT AGREEMENT CETAC - DOS (continued)

secure necessary accreditation for the CETAC personnel, including contractor personnel, the CETAC may terminate this SA.

(12) The DoS shall except as otherwise agreed in this SA, provide security necessary to protect the work site, material, equipment, and CETAC personnel and contractors present in the host country to perform work pursuant to this SA. The DoS shall pay all of the costs related to reasonable requests by the CETAC for adequate protection. In the case that adequate protection is not provided by the DoS, the CETAC shall provide the same and the DoS shall pay the costs.

C. CONTRACT CLAIMS AND DISPUTES

(1) All claims and disputes by contractors arising under or relating to contracts awarded by CETAC under this SA shall be resolved in accordance with U.S. Federal law and the terms of the individual contract. CETAC shall have dispute resolution authority for these claims. A contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. 601-613). The U.S. Armed Services Board of Contract Appeals (ASBCA) or its successor is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA, the contractor may bring an action directly to the United States Court of Federal Claims.

(2) CETAC shall be responsible for handling all litigation involving disputes and appeals arising under or relating to contracts awarded by CETAC, and for coordinating with the U.S. Department of Justice as appropriate. CETAC shall notify DoS of any such litigation and afford DoS an opportunity to review and comment on the litigation proceedings and any resulting settlement negotiations.

(3) In the event that the amount of an award associated with any claim or dispute exceeds the amount of funds provided for in this SA, DoS shall remain responsible for providing such additional amounts to satisfy the award and all related costs.

D. APPLICABLE LAWS

This SA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the CETAC shall be governed by DA & CETAC policies and procedures. To the extent consistent with U.S. law, all work performed under this SA shall conform to applicable IIN laws. In the event applicable U.S. law conflicts with HN law, the CETAC may terminate SA(s). In the event the CETAC terminates this SA, the DoS shall remain responsible for all costs, including liabilities incurred by the CETAC pursuant to this SA.

E. DISPUTE RESOLUTION

The parties agree that, in the event of a dispute between the parties, the DoS and the CETAC shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to

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the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution to the Office of Management and Budget or such other entity as may be appropriate.

F. PUBLIC INFORMATION

In general, the DoS is responsible for all public information. The CETAC may make public announcements and respond to all inquiries relating to the ordinary procurement and contract award and administration process. The DoS or the CETAC shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed pursuant to this SA.

Justification and explanation of the DoS programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the DoS. The CETAC may provide, upon request, any assistance necessary to support the DoS justification or explanations of the DoS programs conducted under this SA.

G. MISCELLANEOUS

A. Other Relationships or Obligations

This SA shall not affect any pre-existing or independent relationships or obligations between the DoS and the CETAC.

B. Survival

The provisions of this SA which require performance after the expiration or termination of this SA shall remain in force notwithstanding the expiration or termination of this SA.

C. Severability

If any provision of this SA is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.

H. AMENDMENT, MODIFICATION AND TERMINATION

This SA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this SA by providing written notice to the other party. The termination shall be effective upon the sixtieth (60th) calendar day following notice, unless a later date is set forth. In the event of termination of this SA, the DoS shall continue to be responsible for all costs the CETAC incurs under this SA and for the costs of closing out or transferring any on-going contracts.