NOTE: A review of these contracts will show that certain specific information has been omitted or redacted. These are standard types of omissions or redactions and have been made in accordance with Federal law, for instance, in order to safeguard business proprietary information as well as to preserve privacy and security.

(Contract begins on next page)

INTERAGENCY AGREEMENT BETWEEN
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
UNITED STATES AIR FORCE

1. Purpose and Scope of Work: The Bureau for Asia and the Near East of the U.S. Agency for International Development ("USAID/ANE"), requests support from HQ AFCESA/CEX of the United States Air Force, the Recipient Agency, to provide the goods and services in support of USAID/ANE preparedness and worldwide rehabilitation operations, which will be described in a scope of work to be provided by USAID/ANE each time such work is requested.

2. Authority: Section 491 of the Foreign Assistance Act of 1961, as amended (FAA), on International Disaster Assistance, and FAA Section 632(b), regarding authority to utilize services, facilities or commodities of Federal Agencies to carry out the FAA. The authority of the USAID Administrator's Action Memorandum dated January 13, 2003 is utilized by USAID to supercede USAID regulations and procedures inconsistent with the terms of this Agreement.

3. (a) Recipient Agency Contact Persons:
Mr. Wayland Patterson
Captain Erik Lagerquist
HQ AFCESA/CEX
139 Barnes Drive, Suite I
Tyndall AFB FL 32403-5319
Telephone 850-283-6216
Fax 850-283-6383

(b) USAID/ANE Contact Persons:
Mr. Ross Wherry
Ms. Dana Peterson
RRB, Room 4.09-082
Washington, D.C. 20523
Telephone 202-712-4716
Fax 202-216-3399

4. Period of Performance: Date of signature below through February 1, 2005.

5. Dollar Amount Obligated and Committed by this Agreement: $4,000,000.00

6. Cumulative Dollar Amount Obligated by this Agreement: $4,000,000.00

7. Total Cost of this Agreement: $26,000,000.00

This document will serve as USAID's obligating document.

The expenditures accrued by the Recipient Agency, to be chargeable to the USAID funds obligated in this Agreement, shall not exceed the cumulative obligated amount.

8. Appropriation and Fiscal Data:

Appropriation: 72X1035
Account Title: Theater Logistical Support
Agency Location Code: 72-0001
Fund Account: B.P.C. HFDX0323267KG13
Obligation No.: EEE-R-00-03-00016-00
Obligated Amount this Action: $4,000,000.00

9. Billing, Payment and Refund Instructions:

(a) The Recipient Agency shall periodically bill USAID through OPAC procedures, or by submitting a Standard Form 1081 to USAID addressed to:

Mr. Ross Wherry
USAID/ANE/SPO
RRB, Suite 4.09-082
1300 Pennsylvania Ave., N.W.
Washington, D.C. 20523

(b) The Recipient Agency shall be accountable for all funds made available to it under this Agreement, keep complete and accurate records and accounts regarding expenditure of the funds obligated in this Agreement, shall submit quarterly financial reports to USAID regarding expenditures sufficient in USAI judgment for USAID to account for reimbursements and to liquidate advances, and shall be subject to au and inspection, as are required by U.S. Government accounting and audit rules and procedures. The Recipient Agency will promptly refund any unexpended funds to USAID, so that USAID may reprogran them for other rehabilitation activities.

10. Audit and Inspection:

(a) Audit and inspection requirements as set forth in the Inspector General Act of 1978, as amended, sha apply to funds obligated in this Agreement, and to the books and records of any contractor or grantee financed by the Recipient Agency with such funds. The Office of the Inspector General for USAID shal ensure full compliance with all applicable provisions of the 1978 Act in coordination with the Office of t Inspector General for the Recipient Agency, or other appropriate office, which shall provide all appropri assistance and support.

(b) The Recipient Agency shall ensure, by appropriate written arrangements with its contractors or grantees, that USAID-financed assistance financed under this Agreement shall be subject to audit and inspection by authorized U.S. Government officials.

11. Applicable Procedures: The Recipient Agency may utilize its own rules and procedures, or authoriti of the Foreign Assistance Act, or a combination of both in carrying out the Scopes of Work. The Recipi Agency and USAID will cooperate to assure that the purpose of this Agreement will be accomplished, including by exchanging views on progress, performance of obligations, and performance of others engaged in the Program.

12. Foreign Travel: The Recipient Agency will comply with the Fly America Act where applicable and feasible. USAID/ANE and the Recipient Agency shall cooperate to secure any necessary country clearances and applicable privileges and immunities from the U.S. Embassy, State Department, and forei governments involved in the activity.

13. Progress and Final Reports: During performance of the Scopes of Work, USAID and the Recipient Agency may exchange short progress reports. Promptly after providing the goods and services describec the Scopes of Work, the Recipient Agency shall provide to USAID a short final report regarding the assistance provided under this Agreement. Except as otherwise agreed in writing by USAID, the Recipi Agency shall submit requests for reimbursement or liquidation of outstanding advances not longer than 9 months after the end of the period of performance (with the exception of any cost adjustment resulting fr audits).

14. Within the total amounts obligated pursuant to this agreement, the Recipient Agency has flexibility t move funds between line items subject to applicable rules, in order to accomplish the objectives of the scope of work, and will give written notice of such adjustments to USAID. Adjustments that exceed 25 percent of any line item shall require prior written approval of the USAID contact person.

15. Amendment: Authorized representatives of the Recipient Agency and USAID may amend this agreement in writing at any time.

16. Signatures:

Recipient Agency

JOSUELITO WORRELL, Colonel, USAF
Director, Contingency Support
HQ AFCESA/CEX

Date: 4 Mar 2003

U.S. Agency for International Development:

Wendy Chamberlin
Assistant Administrator
Bureau for Asia and the Near East

Date: March 17, 03

PERFORMANCE WORK STATEMENT

AFCAP

12 March 2003

Agency for International Development, Office of Procurement, IRAQ LOGISTICS SUPPORT

1.0 - Introduction:

United States Agency for International Development (USAID) has substantial, ongoing humanitarian support requirements to deliver non-food commodities and logistics to its Mission in Iraq.

2.0 - Objective:

The contractor will provide a variety of support tasks related to freight forwarding, storage and inventory management as well as logistical and operational support to the USAID Iraq Mission for a period of eighteen months, with the option of two extensions of one year each.

3.0 - Scope:

To accomplish our country assistance requirements, USAID needs warehouse space and logistical support based in **Mersin, Turkey; Aqaba, Jordan;** and **Dubai, United Arab Emirates** and when available, as yet undetermined points in Iraq. USAID is experiencing a shortage of personnel to support USAID Mission requirements in countries where a large direct-hire Mission staff is unavailable. The contractor may be called upon to serve as a purchasing agent, labor contractor, and or provide other logistical support as required.

4.0 - Applicable Documents:

None

5.0 - Technical Requirements:

5.1 - The Logistics contractor will provide purchasing services on a cost reimbursable basis for materials, supplies and services, and manage freight storage areas in each of the three locations cited above. Storage requirements include 1000 square meters of open lot in which containerized freight could be left outside, 1000 square meters of covered warehouse space, and 500 square meters of climate controlled warehouse storage. Contactor will arrange for providing 500 empty 20 foot and 300 40 foot sea land storage containers, appropriate lifting equipment and local labor to manage the storage requirements.

5.2 - The Logistics contractor will receive, store and issue materials and supplies and maintain a daily, monthly and quarterly inventory management and control system for receipt, storage and issue in all the storage areas, maintaining documentation for all incoming cargo and outgoing shipments to the Mission and USAID contractor/recipient places of performance resulting in a zero balance tolerance. Specific Inventory documentation will be provided to the Mission on an as required basis, a monthly basis, or more often if required.

5.3 - The Logistics contractor, as the consignee for program commodities, will arrange and implement customs clearance procedures for storage and re-export. Subject to agreement(s) between a relevant Host Nation and the U.S. Government, USAID-funded commodities may be held in bond, showing the United States Government as the owner and not subject to any duty.

5.4 – The Logistics contractor will maintain communications by voice, facsimile and Internet adapted to the regional time zones where the Mission is located so that the Mission can be in contact to call forward commodities according to their program requirements. The Mission will designate a single point of contact to make calls forward of commodities.

5.5 – The Logistics contractor will provide freight forwarding dispatch services for commodities as they are requisitioned by arranging for long- and short-haul trucking as needed, including arrangements for straight trucks or semi-trailers, as appropriate; air and sea port freight services; and outgoing customs documentation. The Logistics Contractor will determine the border crossing requirements to deliver commodities to the Iraq border. The Logistics contractor will arrange and implement an internet tracking control system for all shipments to ensure that the Mission's and USAID contractors/recipient's commodities are not lost, misplaced or destroyed, and are able to be cleared expeditiously from customs in the receiving country and not subject to any duty.

5.6 - The Logistics contractor shall procure, most likely in Jordan, and deliver to Kuwait City and/or secure points north, sufficient bottled potable water for distribution to affected populations. USAID will provide information on the assisted populations. The anticipated population in need could be up to 5 million persons. Deliveries to this population will be required over an anticipated period of three months. Deliveries will be reduced as commercial supplies of bottled water become available. Contractor may assume access to road transport through Saudi Arabia as necessary.

5.7 - In a post-conflict phase, the Logistics contractor shall manage and fund private delivery of potable water by tank truck to populations where groundwater is not potable. USAID will provide information on assisted populations. Such populations are anticipated to number up to 500,000 persons, and are located not more than 65 kilometers from the water source.

5.8 – The Logistics contractor will liaise with the USAID contractor in charge of implementing a payroll system for local workers. The Logistics Contractor will facilitate the delivery of legal tender to Iraq, provide secure facilities for cash storage and support the acquisition of security services to support the delivery of cash (within four weeks of contract start date).

5.9 – The Logistics contractor will liaise with the program contractors of the USAID Mission to ensure what commodities from the Mission and its different programs are required, frequency of material requests and special instructions for processing of urgent and emergency requirements. Program contractors will be instructed to deliver ship commodities to the nearest warehouse location and to consign the shipment to the Logistics contractor.

5.10 – The Logistics contractor will provide, as required and by explicit arrangement with the Mission, a range of support services usually associated with the USAID Mission Executive Office. These may include, but are not limited to: procurement/lease of motor pool vehicles (including provision of armored vehicles as required); disposal of oil and environmental waste products; equipment; operation of a motor pool; installation and maintenance of unclassified communications and information technology services; customs clearance and expediting services; travel agent services; health room and other emergency health arrangements; exceptional support for VIP visitors; rental and maintenance of commercial office spaces; local staff for unclassified clerical and support positions; security guard services; and installation of required physical security upgrades to the office location.

5.11 – Based on USAID-provided estimate of their vehicle requirements, the Logistics contractor will calculate estimated monthly fuel requirements for up to one year and submit to USAID within the first 10 days of program start date.

Deployment will not occur until a secure environment is available. The Contractor will be responsible for providing communications equipment compatible with USG frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff. It should be noted that USAID will be providing direct compensation to locally-hired consultants, defined as professionals who had been nominally the employees of the former regime, but who are now unemployed as a result of conflict, through a separate contract. This support is intended to ensure that essential services that were undertaken by the former regime are maintained.

Additional sensitive information will be provided during pre-award conferences or post-award briefings.

6.0 - <u>Schedule, Data Items, and Other Deliverables</u>:

The period of performance (PoP) for this task is eighteen months from the date of award. These support requirements may be renewed twice, for one year each, upon acceptable performance by the contractor. Upon completion of PoP, the contractor shall be allotted a 30-day demobilization period. Inventory documentation, management and control systems; environmental waste disposal records, etc. shall be submitted from the contractor to USAID.

7.0 – Disposition of Equipment/Materials: Contractor purchased, Government owned property will transfer to USAID upon completion of period(s) of performance or through specific disposition instructions from ACOs in theater.

8.0 - <u>Resources Required</u>:

None.

9.0 - Project Monitors:

PM: Capt. Erik Lagerquist, HQ AFCESA/CEXX, Phone – DSN: 523-6147, Commercial (850) 283-6147 FAX: (850) 283-6383, e-mail: erik.lagerquist@tyndall.af.mil

PM: Mr. Wayland Patterson, HQ AFCESA/CEXX, Phone - DSN: 523-6216, Commercial (850) 283-6216 FAX: (850) 283-6383, e-mail: wayland.patterson@tyndall.af.mil

10.0 - Subject Monitors:

ACO: Program Officer, USAID/IZ

Technical Rep: EXO, USAID/IZ

QAE:

MODIFICATION OF INTERAGENCY AGREEMENT BETWEEN
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
UNITED STATES AIR FORCE

1. Purpose and Scope of the Modification: The Bureau for Asia and the Near East by this action to modify the above-stated interagency agreement, seek to add $4,000,000.00 in incremental funding.

2. Authority: : Section 491 of the Foreign Assistance Act of 1961, as amended (FAA), on International Disaster Assistance, and FAA Section 632(b), regarding authority to utilize services, facilities or commodities of Federal Agencies to carry out the FAA. The authority of the USAID Administrator's Action Memorandum dated January 13, 2003 is utilized by USAID to supercede USAID regulations and procedures inconsistent with the terms of this Agreement.

3. (a) Recipient Agency Contact Persons:
Mr. Wayland Patterson
Captain Erik Lagerquist
HQ AFCESA/CEX
139 Barnes Drive, Suite I
Tyndall AFB FL 32403-5319
Telephone 850-283-6216
Fax 850-283-6383

(b) USAID/ANE Contact Persons:
Mr. Ross Wherry
Ms. Dana Peterson
RRB, Room 4.09-082
Washington, D.C. 20523
Telephone 202-712-4716
Fax 202-216-3399

4. Period of Performance: March 17, 2003 through February 1, 2005.

5. Dollar Amount Obligated and Committed by this Agreement: $4,000,000.00

6. Cumulative Dollar Amount Obligated by the basic Agreement and all modifications thereto:
$8,000,000.00

7. Total Cost of this Agreement: $26,000,000.00

8. This document serves as USAID's obligating document.

9. The expenditures accrued by the Recipient Agency, to be chargeable to the USAID funds obligated in this Agreement, shall not exceed the cumulative obligated amount.

10. Appropriation and Fiscal Data:

Appropriation: 723/51095
Account Title: Theater Logistical Support
Agency Location Code: 72-0001
Fund Account: B.P.C. HCD30323267KG13
Obligation No.: EEE-R-00-03-00016-00
Modification No.: 01
Obligated Amount this Action: $4,000,000.00

11. Except as provided herein, all other terms and conditions of the interagency agreement remain in full force and effect.

U.S. Agency for International Development:

Wendy Chamberlin
Assistant Administrator
Bureau for Asia and the Near East

Date: 4/25/03

MODIFICATION TO INTERAGENCY AGREEMENT BETWEEN UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT AND UNITED STATES AIR FORCE

Purpose and Scope of the Modification:

The Bureau for Asia and the Near East by this action to modify the above-stated interagency agreement, seek to add $500,000.00 in incremental funding.

Further, by this action, the Interagency Agreement is modified to include the following phrase:

"AFCAP will be available to provide a variety of support related tasks related to storage, inventory control and management, freight forwarding, and customs clearance, and other logistical and operational support to USAID funded Contractors and Grantees as approved by the USAID Cognizant Technical Officer."

The Bureau for Asia and the Near East by this action deletes Section 3(b), USAID/ANE Contact Persons, in its entirety and inserts in lieu thereof the following:

(b) USAID/Iraq Contact Persons

Mr. Robert MacLeod
U.S. Agency for International Development/Iraq
Box 40
APO AE 09880
rmacleod@usaid.gov
Mobile Phone: 011-965-973-7928

2. Authority:

Section 491 of the Foreign Assistance Act of 1961, as amended (FAA), on International Disaster Assistance, and FAA Section 632(b), regarding authority to utilize services, facilities or commodities of Federal Agencies to carry out the FAA. The authority of the USAID Administrator's Action Memorandum dated January 13, 2003 is utilized by USAID to supersede USAID regulations and procedures inconsistent with the terms of this Agreement.

3. (a) Recipient Agency Contact Persons:

Mr. Wayland Patterson
Major Erik Lagerquist
HQ AFCESA/CEX
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403-5319
Telephone 850-283-6216/6147
Fax 850-283-6383

(b) USAID/ANE Contact Persons:

Mr. Ross Wherry
Ms. Dana Peterson
RRB, Room 4.09-082
Washington, D.C. 20523
Telephone 202-712-4716
Fax 202-216-3399

4. Period of Performance: **17 March 2003 through 1 February 2005**

5. Dollar Amount Obligated and Committed by this Agreement: **$500,000.00**

6. Cumulative Dollar Amount Obligated by the basic Agreement and all modifications thereto:
$8,500,000.00

7. Total Cost of this Agreement: $26,000,000.00

8. This document serves as USAID's obligating document.

9. The expenditures accrued by the Recipient Agency, to be chargeable to the USAID funds obligated in this Agreement, shall not exceed the cumulative obligated amount.

10. Appropriation and Fiscal Data:

Appropriation: 723/41037
Account Title: Theater Logistical Support
Agency Location Code: 72-0001
Fund Account: B.P.C. HES30323267KG13
Request No. 267-0001-3-03004
Obligation No.: EEE-R-00-03-00016-00
Modification No.: 02
Obligated Amount this Action: $500,000.00

11. Except as provided herein, all other terms and conditions of the interagency agreement remain in full force and effect.

U.S. Agency for International Development

Acting AA/ANE
Bureau for Asia and the Near East

JOSUELITO WORRELL, Colonel, USAF
Director, Contingency Support
HQ Air Force Civil Engineer Agency

Date 3 July '03

Date 24 June 2003

AUG - 1 2003

MODIFICATION OF INTERAGENCY AGREEMENT BETWEEN UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT AND UNITED STATES AIR FORCE

1. Purpose and Scope of the Modification: The Bureau for Asia and the Near East by this action seek to modify the above-stated interagency agreement by adding $8,000,000.00 in incremental funding.

The Bureau for Asia and the Near East by this action deletes Section 3(b), USAID/ANE Contact Persons, in its entirety and inserts in lieu thereof the following:

(b) USAID/Iraq Contact Persons
Mr. Robert MacLeod
U.S. Agency for International Development/Iraq
OCPA/USAID
APO AE 09335
rmacleod@usaid.gov
+914-360-7962

2. Authority: Section 491 of the Foreign Assistance Act of 1961, as amended 9FAA), on Internatioal Disaster Assistance, and FAA Section 632(b), regarding authority to utilize services, facilities or commodities of Federal Agencies to carry out the FAA. The authority of the USAID Administrator's Action Memorandum dated January 13, 2003 is utilized by USAID to supersede USAID regulations and procedures consistent with the terms of this Agreement.

3. (a) Recipient Agency Contact Persons:
Major Erik Lagerquist
Mr. Wayland Patterson
HQ AFCESA/CEXX
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403-5319
Telephone (850) 283-6216/6147
Fax (850) 283-6383

(b) USAID/Iraq Contact Persons
Mr. Robert MacLeod
U.S. Agency for International Development
OCPA/USAID
APO AE 09335
rmacleod@usaid.gov
+914-360-7962

Appropriation and Fiscal Data

Appropriation: 723/41096
Account Title: Theater Logistical Support
Fund Account: HIQ30323267KG13
Request No.: 267-0001-3-03004-3
Obligation No.: EEE-R-00-03-00016-00
Modification No. 03
Amount Obligated this Action: $8,000,000.00
Cumulative Obligated: $16,500,000.00

4. This document serves as USAID's obligating document.

5. The expenditures accrued by the Recipient Agency, to be chargeable to the USAID funds obligated in this Agreement, shall not exceed the cumulative obligated amount.

6. Except as provided herein, all other terms and conditions of the interagency agreement remain in full force and effect.

U.S. Agency for International Development:

WENDY CHAMBERLIN
Assistant Administrator
Bureau for Asia and the Near East
U.S. Agency for
International Development

JOSUELITO WORRELL, Colonel, USAF
Director, Contingency Support
HQ Air Force Civil Engineer Agency

MODIFICATION OF INTERAGENCY AGREEMENT BETWEEN
UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
AND
UNITED STATES AIR FORCE

1. Purpose and Scope of the Modification: The United States Agency for International Development, Bureau for Asia and the Near East by this action seek to modify the above-stated interagency agreement (hereinafter "the Agreement") by raising the total estimated cost of the Agreement by $75,000,000.00, adding incremental funding of $75,000,000.00, and modifying the scope of the Agreement.

2. Authority: Section 491 of the Foreign Assistance Act of 1961, as amended (FAA), on International Disaster Assistance, and FAA Section 632(b), regarding authority to utilize services, facilities or commodities of Federal Agencies to carry out the FAA.

3. (a) Recipient Agency Contact Persons:
Mr. Wayland Patterson
Major Erik Lagerquist
HQ AFCESA/CEX
139 Barnes Drive, Suite I
Tyndall AFB FL 32403-5319
Telephone 850-283-6216
Fax 850-283-6383

(b) USAID/ANE Contact Persons:
Mr. Robert MacLeod
U.S. Agency for International Development
OCPA/USAID
APO AE 09335
rmacleod@usaid.gov
+914-360-79612

4. Dollar Amount Obligated and Committed by this Agreement: $75,000,000.00

5. Cumulative Dollar Amount Obligated by this Agreement: $91,500,000.00

6. Total Cost of this Agreement: $101,000,000.00

7. Appropriation and Fiscal Data:

Appropriation:
Account Title: Theater Logistical Support
Agency Location Code: 72-0001
Fund Account: HIQ30323267KG13
Appropriation: 723/41096
Obligation No.: EEE-R-00-03-00016-00
Modification No. 04
Obligated Amount this Action: $75,000,000.00

8. This document will serve as USAID's obligating document.

9. The expenditures accrued by the Recipient Agency, to be chargeable to the USAID funds obligated in this Agreement, shall not exceed the cumulative obligated amount.

10 Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect.

Signatures:

Recipient Agency

GUS G. ELLIOT, JR, Colonel, USAF
Commander
HQ AFCESA/CC

Date: 9 Sept 03

U.S. Agency for International Development:

Neil G. Price
Supervisory Contracting Officer
USAID/Iraq

Date: 10 Sept. 03