

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 160
2 AMENDMENT/MODIFICATION NO 01	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO. REQM-306-14-000170	5 PROJECT NO. (if applicable)
6 ISSUED BY USAID/Afghanistan/OAA U.S. Embassy Great Masood Road Kabul	CODE AFGHANISTAN	7 ADMINISTERED BY (if other than Item 6) USAID Afghanistan 00001	CODE AFGHANISTAN
8 NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) CHEMONICS 1717 H ST NW STE 1 WASHINGTON DC 20006-3900		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE		FACILITY CODE	X 10A MODIFICATION OF CONTRACT/ORDER NO AID-306-C-13-00018
			10B DATED (SEE ITEM 13) 10/07/2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF _____
	D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purposes of this modification are to correct the errors, and incorporate additional requirement to the contract.
The overall maximum for this contract is:
\$125,075,172.00
Period of Performance: 10/07/2013 to 10/06/2018

herefore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

athlyn Bryant Ross Hicks

UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

5/4/2014

Specific changes are as follows:

Section of the Contract	Changes Made	Page Number Prior to this Mod
Section B	Correct section headings, typos and errors.	Throughout
	Amend item 2. Of subsection B.3	3
	Delete original item 4) of subsection B.3	3
	Add new Subsection B.4 Budget	
	Add new Subsection B.6 Indirect Costs	
Section C	Correct the numbering under subsection C.5	5
Section D	Correct section heading	6
Section E	Amend Subsection E.2	7,8
Section F	Correct section headings, typos and errors.	Throughout
	Amend requirements and/or submission dates for the following deliverables: Work Plan, Performance Management Plan and Baseline Data Collection; Environmental Mitigation and Monitoring Plan; Grants Under Contract Manual; Monthly and Quarterly Progress Reports.	10
	Delete F.6 Performance Standards: Development Assistance Deliverables & Milestones Add new F.6 Progress Reporting Requirements(moved from F.8)	11
	Amend subsection F.7 Key Personnel to state only Key Personnel positions without the names of individuals and to add Key Personnel qualifications requirements. Delete section F.8 Progress Reporting Requirements (moved to F.6)	11
Section G	Correct section headings, numbering , typos and errors.	Throughout
	Update the Cognizant Contracting Officer in Subsection G.1	13
	Add Contractor Points of Contact and Contractor's Payment Address in Subsections G.2 and G.3 respectively.	13
	Correct numbering of subsections.	
Section H	Delete subsection H.7 Afganization.	20
	Delete subsection H.12 Language and measurements as it is included in Section I by reference.	22
	Delete subsection H.16 Federal, State, and Local Taxes as it is included in Section I by reference.	23
	Add subsection H.22 Additional Requirements for Personnel Compensation.	
	Delete H.27 AIDAR 752.7030 Inspection Trips by Contractor's Officers and Executives.	29
	Revise subsection H.29 International Travel Approval and Notification Requirements	31
	Delete Subsections H.37, H.38, H.39 and H. 40	36. 37. 38

Section of the Contract	Changes Made	Page Number Prior to this Mod
	Amend subsection H.54 Environmental Compliance (now H.44) to include information specific to RADP-S	46
	Amend subsection H.29 (new H.47) Nonexpendable Property Purchases, Information Technology resources and Government Property	47
	Add subsection H.48 Grants under Contracts	
	Correct the numbering of the subsections.	
	Correct section headings, numbering, typos and errors.	Throughout
Section I	Edit the list of clauses included by reference to delete redundant entries.	49-50
	Delete FAR 52.204-1 Approval of Contract (DEC 1989)	
	Delete clause FAR 52.217-9 Option to Extend the Term of the Contract as not applicable	50
	Add clause FAR 52.216-8 Fixed Fee as prescribed by FAR 16.307(b).	
	Add clause FAR 52.244-2 Subcontracts	
	Delete AIDAR 752.209-71 Organizational Conflict of Interest Discovered after Award (JUN 1993)	52
	Delete AIDAR 752.228-3 Worker's Compensation Insurance (DEFENSE BASE ACT)	53
	Delete AIDAR 752.229-70 Federal, State and local.	53
	Delete full text clauses AIDAR 752.7010 Conversion of U.S. Dollars to Local Currency and AIDAR 752.7012 Protection of the Individual as a Research Subject as already included by reference.	59
	Delete AIDAR 752.7018 Health and Accident Coverage for USAID Participants. (JAN 1999)	60
	Correct section headings, typos and errors.	Throughout
	Delete Attachment 1 Budget	
Section J	Amend attachment 10 USAID/Afghanistan, Implementing Partner Notices	68

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	6
B.1. PURPOSE: ACQUISITION OF SERVICES.....	6
B.2. PERIOD OF PERFORMANCE.....	6
B.3. PRICE/COST	6
B.4. BUDGET.....	6
B.5. INCREMENTAL FUNDING	7
B.6. INDIRECT COSTS.....	7
B.7. ADDITIONAL SERVICE & PRICE INFORMATION	7
SECTION C - SUPPLIES OR SERVICES AND PRICES/COSTS	8
C.1. OBJECTIVES	8
C.2. SCOPE OF WORK.....	8
C.3. KEY SPECIFICATIONS PERTAINING TO QUALITY OF SERVICES, TIMELINESS, COST CONTROL, & BUSINESS RELATIONS	8
C.4. KEY SPECIFICATIONS FOR COMPLETION OF MILESTONES AND DELIVERABLES.....	8
C.5. KEY SPECIFICATIONS FOR THE WORK PLAN AND PERFORMANCE MANAGEMENT PLAN	9
SECTION D - PACKAGING & MARKING.....	10
D.1. BRANDING & MARKING.....	10
D.2. AIDAR 752.7009 MARKING. (JAN 1993)	10
SECTION E - INSPECTION AND ACCEPTANCE	11
E.1. FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984).....	11
E.2. IMPLEMENTATION MONITORING.....	11
SECTION F - SUPPLIES OR SERVICES AND PRICES/COSTS.....	13
F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	13
F.2. PERIOD OF PERFORMANCE.....	13
F.3. PLACE OF PERFORMANCE.....	13
F.4. PERFORMANCE STANDARDS.....	13
F.5. PERFORMANCE STANDARDS: DELIVERABLES & MILESTONES	14
F.6. PROGRESS REPORTING REQUIREMENTS.....	16
F.7. KEY PERSONNEL.....	17
SECTION G - SUPPLIES OR SERVICES AND PRICES/COSTS	22
G.1. USAID POINTS OF CONTACT.....	22
G.2. CONTRACTOR POINTS OF CONTACT	22
G.3. PAYMENT	22
G.4. AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	23
G.5. TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID.....	24
SECTION H - SPECIAL CONTRACT REQUIREMENTS	26
H.1 AAPD 12-03 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012).....	26
H.2 AAPD 10-04 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES – ACQUISITIONS (SUPPLEMENT TO FAR 52.225-19)	26
H.3 SPECIAL AFGHANISTAN CLAUSE DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEP 2007)	27
H.4 HOST COUNTRY TAXES AND DUTIES.....	28
H.5 NATIONAL SECURITY SCREENING (VETTING).....	28
H.6 GENDER REQUIREMENTS	29
H.7 FRAUD REPORTING	29
H.8 USAID/AFGHANISTAN PUBLIC POSTING	30
H.9 BASIS FOR APPROVAL.....	30
H.10 USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC 1986)	30
H.11 AIDAR 752.219-70 USAID MENTOR-PROTEGE PROGRAM. (JUL 2007).....	30
H.12 AIDAR 752.227-14 RIGHTS IN DATA--GENERAL. (OCT 2007).....	30

H.13	AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)	31
H.14	AIDAR 752.242-70 PERIODIC PROGRESS REPORTS: (OCT 2007)	32
H.15	AIDAR 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS	32
H.16	AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY. (APR 1984)	33
H.17	AIDAR 752.7001 BIOGRAPHICAL DATA. (JUL 1997)	34
H.18	AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION. (JUL 1997)	34
H.19	AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (sept 2013)	34
H.20	AIDAR 752.7006 NOTICES. (APR 1984)	36
H.21	AIDAR 752.7007 PERSONNEL COMPENSATION. (JUL 2007)	36
H.22	ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION	36
H.23	AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL. (APR 1984)	38
H.24	AIDAR 752.7025 APPROVALS. (APR 1984)	39
H.25	AIDAR 752.7031 LEAVE AND HOLIDAYS. (OCT 1989)	39
H.26	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS. (JAN 1990)	42
H.27	AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER. (DEC 1991)	42
H.28	ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)	42
H.29	ADS 302.3.5.9 NONDISCRIMINATION (JUNE 2012)	43
H.30	ADS 302.3.5.14(A) USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)	43
H.31	302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (MAY 2012)	44
H.32	ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUGUST 2013)	44
H.33	ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)	46
H.34	SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)	47
H.35	SUB-AWARD REQUIREMENTS (MARCH 2012)	47
H.36	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	49
H.37	EXECUTIVE ORDER ON TERRORISM FINANCING	49
H.39	FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	51
H.40	AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (September 2011)	51
H.41	PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS	51
H.42	REPRESENTATIONS AND CERTIFICATIONS	51
H.43	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)	52
H.44	INSURANCE AND SERVICES	52
H.45	CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY	52
H.46	ENVIRONMENTAL COMPLIANCE	52
H.47	NONEXPENDABLE PROPERTY PURCHASES, INFORMATION TECHNOLOGY RESOURCES AND GOVERNMENT PROPERTY	53
H.48	GRANTS UNDER CONTRACTS	54
	SECTION I - SECTION I - CONTRACT CLAUSES	56
I.1	FAR 52.216-8 FIXED FEE (JUNE 2011)	58
I.2	FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)	58
I.3	FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	58
I.4	FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)	59
I.5	AIDAR 752.204-2 SECURITY REQUIREMENTS	59
I.6	AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (OCT 1996)	60
I.7	AIDAR 752.7002 TRAVEL AND TRANSPORTATION. (JAN 1990)	61
I.8	AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS. (OCT 1989)	66
I.9	AIDAR 752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS. (JAN 1990)	67
I.10	AIDAR 752.7019 PARTICIPANT TRAINING. (JAN 1999)	67
I.11	AIDAR 752.7027 PERSONNEL. (DEC 1990)	68
I.12	AIDAR 752.7028 DIFFERENTIAL AND ALLOWANCES. (JUL 1996)	70
I.13	AIDAR 752.7033 PHYSICAL FITNESS. (JUL 1997)	72
	SECTION J – ATTACHMENTS	75

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. PURPOSE: ACQUISITION OF SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) Completion contract for implementation of USAID's Regional Agricultural Development Program (RADP) in Southern Afghanistan as described in Section C., Statement of Work (SOW). For the consideration set forth below, the Contractor must provide the deliverables or outputs described in this contract in accordance with the performance standards specified herein.

B.2. PERIOD OF PERFORMANCE

The period of performance for this contract for services is five years, beginning on the date specified in Box 20C of the SF-26 cover page.

B.3. PRICE/COST

1. Estimated Costs. For the performance of the work required hereunder the total estimated cost exclusive of fee([REDACTED]
2. Fee. The total fixed fee that may become payable to the Contractor under this award is set at [REDACTED]
3. Payment of the consideration set forth in this contract is based on completion of Deliverables and Milestones as described in Section F, subject to inspection and acceptance by USAID of same, and otherwise in compliance with the terms of the contract. Contractor shall propose a fee distribution schedule consistent with the above for review and approval by USAID.
4. Ceiling Price. The total price for all services and fees payable under this award is \$125,075,172.

B.4. BUDGET

The budget for the activities to be implemented under this contract is as follows:

CLIN 1 – Wheat Value Chain

Grants Under Contract
Other Costs
Total

CLIN 2 – High Value Crops Value Chain

Grants Under Contract
Other Costs
Total

CLIN 3 – Livestock Value Chain

Grants Under Contract
Other Costs



Total

CLIN 4 – Enabling Environment

Grants Under Contract

Other Costs

Total

CLIN 5 –Fixed Fee

Total



B.5. INCREMENTAL FUNDING

This is an incrementally funded contract and the government’s acquisition of services hereunder is subject to FAR 52.232-18, Availability of Funds (APR 1984) and FAR 52.232-22 Limitation of Funds. Of the Ceiling Price specified above, as of the effective date of this award USAID/Afghanistan/OAG has obligated \$15,000,000 to pay estimated costs and any fee that may become due under this contract. This initial obligation is estimated to be sufficient through to April 30, 2014. Throughout the life of this award, Contractor is responsible for monitoring expenditures to prevent exceeding the total funding incrementally obligated to the contract.

B.6. INDIRECT COSTS

Contractor’s Negotiated Indirect Cost Rate Agreement (NICRA) with USAID is automatically incorporated by reference into this contract as required by AIDAR 742.770. Contractor agrees to ceiling rates as specified below for certain indirect costs. The base of application is defined in the corresponding Contractor NICRA with USAID.



B.7. ADDITIONAL SERVICE & PRICE INFORMATION

Additional relevant requirements are contained throughout Part I – The Schedule, Part II – Contract Clauses, and Part III – List of Documents, Exhibits, and Other Attachments.

[END OF SECTION B]

SECTION C - SUPPLIES OR SERVICES AND PRICES/COSTS

C.1. OBJECTIVES

The objective of USAID's Regional Agricultural Development Program (RADP) is to improve food and economic security for rural Afghans.

The overall objective of this contract activity is to acquire high quality, timely, cost effective, development assistance implementation services that are fully compliant with applicable regulation, USAID and US Mission/Kabul policy, and effective in completing required Deliverables and Milestones, and support USAID's overall RADP objective for in the specified Afghan provinces.

C.2. SCOPE OF WORK

Contract activities leading to completion of Milestones and Deliverables shall be organized around the four principle RADP components, as follows:

1. **Wheat Value Chain, High Value Crops & Livestock**
For each CLIN, Contractor is required to achieve sustainable and sustained improvements in productivity and profitability in selected agricultural areas/value chains through activities appropriate for the Afghan development context while addressing Core RADP Themes and taking into account, as appropriate, RADP Cross-Cutting Considerations.
2. **Enabling Environment**
Contractor is required to achieve sustainable and sustained improvements in the legal, regulatory, and policy environments affecting value chain development and economic growth.

C.3. KEY SPECIFICATIONS PERTAINING TO QUALITY OF SERVICES, TIMELINESS, COST CONTROL, & BUSINESS RELATIONS

Contractor is required to carry out all contract activities in a manner that is responsive to USAID technical oversight, including USAID policy priorities and technical input provided by the Contracting Officer's Representative (COR) within the limits of his/her authority. RADP Themes, RADP Cross Cutting Considerations, and other information relevant to the development context for this activity are included in Section J, Attachments 1 to 11, and incorporated by reference herein.

Contractor shall carry out all contract activities in a timely, cost effective manner that conforms to applicable legal and USAID policy requirements, including the terms of this contract award; all applicable USAID operating policy and standards as specified in the USAID Automated Directives System (ADS); and all applicable USAID/Afghanistan Implementing Partner Notices and Mission Orders.

C.4. KEY SPECIFICATIONS FOR COMPLETION OF MILESTONES AND DELIVERABLES

Contractor activities shall be implemented following a work plan (WP) and performance management plan (PMP) to be approved by USAID and as supplemented by other required plans

and listed in Section F, and also subject to USAID approval. The specifications for the services and deliverables to be provided by the Contractor under this contract are as follows:

- As articulated in all applicable regulations.
- As articulated in USAID operating policy found in the Automated Directives System (ADS) and associated reference documents applicable to the activities to be carried out by the Contractor.
- As described in USAID/Afghanistan Mission Orders and Implementing Partner notices applicable to the activities hereunder.
- As specified in through the contract documents (Part I – The Schedule, Part II – Contract Clauses, and Part III – List of Documents, Exhibits, and Other Attachments).
- Based on within-scope technical direction provided by the COR.

C.5. KEY SPECIFICATIONS FOR THE WORK PLAN AND PERFORMANCE MANAGEMENT PLAN

The contents of the Work Plan shall be organized by activity component (CLIN) down to the task level and be organized to show the connection between the work and services being acquired by USAID through this contract and how higher level, overall Assistance Objective (AO) of the U.S. Mission to Afghanistan connects and relates to both the Work Plan, PMP and the activities to be carried out thereunder.

- a. The contents of the Work Plan shall also how the work and services lead to achievement of Milestones and Deliverables in Section F and compliance with all the requirements of this contract award. Information on the relevant US Mission Assistance Objective is provided in Annex 5 to U.S. Foreign Assistance for Afghanistan: Post Performance Management Plan 2011 – 2015, which is included as an attachment in Section J.
- b. The contents of both the Work Plan and Performance Management Plan (PMP) shall utilize a sequential numbering system to identify the discrete elements of each and be consistent across all key documentation and reporting requirements required by this award, including but not limited to:
 - i. The Performance Management Plan (PMP) to be further developed from the baseline draft contained in Section J, Attachment 2, to this Contract, and which is hereby incorporated by reference into The Schedule of this contract at Part I, Sections C, E, and F.
 - ii. Invoices, which shall be prepared so as to provide a breakdown of costs by CLIN and major cost element and so as to permit linking and tracking of costs and fee associated with achievement of the Deliverables and Milestones identified in Section F.
 - iii. Progress Reports, as identified and described in Section F, below.
 - iv. The Work Plan and PMP must be incorporated into the Contractor's inspection system as indicated in Section E.

[END OF SECTION C]

SECTION D - PACKAGING & MARKING

D.1. BRANDING & MARKING

Branding & Marking under this contract shall comply with the USAID Graphic Standards Manual in accordance with ADS 320, available at www.usaid.gov/branding or any successor branding policy. The contractor must submit a Branding Implementation Plan/Marking Plan to the COR for approval no later than 45 days after contract award.

D.2. AIDAR 752.7009 MARKING. (JAN 1993)

It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.

Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1. FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT. (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may –
 - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may –
 - (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or
 - (2) Terminate the contract for default.

E.2. IMPLEMENTATION MONITORING

The Work Plan, PMP, periodic reports, and vouchers required under this contract shall comprise key components of the inspection system required by 48 CFR 52.246-5(b).

Section C requires that contractor enumerate the discrete elements that comprise each component so that there is consistent enumeration across all inspection system components. The consistent organization of data and information is required in order to support effective surveillance (monitoring) by the COR in compliance with USAID policy.

The first quarterly report called for hereunder shall articulate of the details of Contractor's Inspection/Monitoring System, including methodologies and operating protocols relied upon for the collection/detection, characterization (e.g., reliability), analysis, and reporting of data and information.

Subsequent reports shall include substantive analysis of the data and information collected by the Contractor in the course of providing contracted services to draw conclusions about whether and to what degree the outputs, outcomes and/or impacts resulting from contracted inputs (the activities and tasks specified in the Work Plan) are either consistent or inconsistent with the development hypotheses/theory of change for RADP-South. The assumptions (hypothesis) underlying the RADP design are as follows.

- Value chains will increase food security by strengthening availability and access to food of the rural population within targeted regions.
- Strengthening integration of women within selected value chains will promote greater food security among families and increase the economic development of selected value chains.
- Increased economic security through strengthened rural will promote long-term reduction of poppy production and support for insurgent elements.
- An improved agricultural enabling environment will increase profitability of agribusinesses through increased operating efficiency.

[END OF SECTION E]

SECTION F - SUPPLIES OR SERVICES AND PRICES/COSTS

F.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
(48 CFR Chapter 1) 52.242-15	FEDERAL ACQUISITION REGULATION STOP WORK ORDER	AUG 1989
	ALTERNATE I	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2. PERIOD OF PERFORMANCE

The period of performance for this contract is from date of award through a term of five years.

F.3. PLACE OF PERFORMANCE

The principle place of performance of this contract will be in southern Afghanistan.

F.4. PERFORMANCE STANDARDS

Overall Performance

Evaluation of the Contractor's overall performance shall be based on factors as may be required by regulation and the specific additional factors identified below. The Contractor may propose additional factors for consideration by USAID within 30 days of USAID approval of the Work Plan and PMP required by the contract.

F.4.1 Quality

- a. Quality and effectiveness Contractor key personnel.
- b. Technical quality of development assistance implementation services provided, as indicated by factors such as:
 - i. timely completion of required deliverables and milestones, with same accepted by USAID;
 - ii. ability to overcome unforeseeable obstacles to achievement of milestones through within-scope adaptations of contract activities;
 - iii. technical quality of the substantive content of progress reports; and
 - iv. degree to which the Contractor fulfills all of the requirements of the government as described in the terms of his contract and the underlying Solicitation.

F.4.2 Cost Control/Effectiveness

- a. Difference between estimated direct costs at award and actual direct costs effective use of available resources (e.g., Mobile Money).

- b. The contractor must report expenditures to USAID against the budget quarterly.
- c. Contractor fee is earned in accordance with the approved fee distribution schedule which is tied to the deliverables and milestones.

F.4.3 Timeliness of Performance

- a. Ability to set and meet timelines for completion of Milestones and Deliverables.
- b. Ability to identify qualified long- and short-term personnel and timely deploy them consistent with timeframes reflected in the approved Work Plan.

F.4.4 Business Relations

- a. Responsiveness to within scope technical direction.
- b. Submission of requests for approval that are properly documented and consistent with the terms of the award, applicable regulations, AID policy, and mission-specific considerations such as USAID/Afghanistan Mission Orders and Implementing Partner Notices.

F.5. PERFORMANCE STANDARDS: DELIVERABLES & MILESTONES

Deliverables and Milestones appear below and in Section J-1, which is hereby incorporated by reference into this Subsection F.5 of the contract.

A variety of monitoring elements, including *indicators* (for example, a numerical target), *outputs* (for example, production of a report within a specified timeframe) *impacts* (for example, an effect or intermediate result being sought), and/or *outcomes*. USAID operating policy (the ADS) defines the above terminology and is made applicable to this contract through Section C. Certain outputs (deliverables such as reports) comprise key components of the inspection system that the contractor is required to establish by Section E of this contract. Specifications for the production of certain outputs are described in Sections C, E, and F.

Items identified by an asterisk (*) will also be submitted to the USAID Development Experience Clearinghouse (DEC) after COR approval of final draft versions

	DELIVERABLE	DESCRIPTION AND DUE DATE
a.	Work Plan	The Draft Work Plan will be submitted to the COR within 45 calendar days of the effective date of the contract or as agreed to by the COR in writing for technical and/or development context reasons. The Contractor must then work with USAID (at central and field platform levels) to finalize the document within 45 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds.

	DELIVERABLE	DESCRIPTION AND DUE DATE
b.	Performance Management Plan and Baseline Data Collection	The Contractor must submit to USAID a plan for collection of key baseline and control data within 45 calendar days of the effective date of the contract or as agreed to by the COR in writing for technical and/or development context reasons. Secondary data will be used to finalize the Performance Management Plan (PMP) and be available within 90 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds. Primary data collection and analysis shall be completed by 180 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds. The Contractor must incorporate this plan into a full program PMP, to be submitted to the COR within 90 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds.
c.	Environmental Mitigation and Monitoring Plan	The need for environmental mitigation will be dependent on activities proposed and the requirement to mitigate risk. The EMMP will be submitted to the COR for USAID review and approval within 90 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds.
d.	Grant Under Contract Manual	The Grants Under Contract Manual will be submitted to the COR within 45 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds. The Contractor must then work with USAID to finalize the document within 90 calendar days of the initial due date or the due date as adjusted by the COR on technical and/or development context grounds.
e.	Monthly Progress Reports	<ol style="list-style-type: none"> 1. Chemonics will submit a monthly report to the COR every month on the 15th. This report is intended for the USAID platform representatives and the COR will disseminate it accordingly. There will be 12 monthly reports per year. Each quarter the third monthly report will be included within the quarterly report rather than being submitted separately. 2. Chemonics will modify the monthly report submitted to the COR so that it is appropriate for local stakeholder use and submit it to MAIL, and any other stakeholders identified by the COR. This modified monthly report will be titled "Monthly Activity Report" to distinguish it from the monthly report submitted to the COR. The report will be produced in English, Pashtu, and Dari. The report will include project information, coordination, and collaboration of project activities with key stakeholders at the national and sub-national level. There will be 12 monthly activity reports per year.

	DELIVERABLE	DESCRIPTION AND DUE DATE
f.	Quarterly Progress Reports*	The Contractor must submit progress reports on a quarterly basis. The draft will be submitted to the COR not later than 30 calendar days after the close of each US fiscal year quarter (i.e. 1st quarter ends on 31 December, 2nd quarter ends on 31 March, 3rd quarter ends on 30 June, and 4th quarter ends on 30 September). Each quarterly report will also include a quarterly PMP data update. Each Quarterly Progress Report that has a due date that coincides with the due date for the Annual Report may be incorporated into the Annual Report as a discrete component that is clearly marked and distinguishable as the Quarterly Progress Report.
g.	Branding Implementation Plan	Due no later than 45 days after contract award
h.	Marking Plan	Due no later than 45 days after contract award
i.	Annual Report*	The annual report will be submitted within 30 calendar days after the end of the annual reporting period.
j.	Final Program Report*	The final narrative report will be submitted 30 calendar days prior to contract completion.
k.	Demobilization Plan	The Demobilization Plan will be submitted to the COR no later than 90 calendar days prior to commencement of program demobilization.

F.6. PROGRESS REPORTING REQUIREMENTS

- a. Work Plan: This plan will outline activities to be conducted to achieve program targets and objectives.
- b. Environmental Mitigation and Monitoring Plan: This will be developed by the contractor and approved by USAID prior to the launch of each activity having a potential adverse impact on physical and natural environment.
- c. Grants under contract Manual: The contractor will describe the objectives, target beneficiaries, procedures for approval, dispersal process, and monitoring mechanisms for utilizing the available grant funds.
- d. Demobilization Plan: This plan will include a disposition plan to be approved by the Contracting Officer. This will include an explanation of how any disposed good will be effectively maintained and utilized.
- e. Monthly Reports: These reports are designed to keep MAIL, On Site Monitors (OSMs), and the Regional Platform informed of all ongoing program information and results in target province and districts. Monthly Reports must be designed to be reported to Provincial and District Entities for their continual awareness of how the program is performing in their area of operation.

- f. Quarterly Reports: The main thrust of the quarterly report is to discuss progress towards the indicators and intermediate results in the Performance Management Plan and a section outlining how the contract objectives have been achieved that quarter. These reports will discuss progress made during the previous quarter, problems encountered when not routine, successes or anecdotes worthy of highlighting, and good practices for programming in less-permissive areas.
- g. Quarterly Reports must include at least one USAID-approved Success Story in the approved USAID format. Quarterly reports may be submitted to GIRoA authorities at the provincial and district level and be used for briefings for Governors and sub-national GIRoA representatives.
- h. Annual Reports: Annual reports will be submitted in lieu of the fourth quarterly report of every year. Reporting must clearly distinguish between the last quarterly data, and overall annual reporting.
- i. Final Report: The Contractor must submit a detailed final report within 30 calendar days of contract completion, which will include but not be limited to:
 - j. Financial report showing, by line item, the amounts expended.
 - k. Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
 - l. Clearly show how the contract objectives have been accomplished or not and why.
 - m. Discussion of problems encountered and where objectives were not achieved.
 - n. Lessons learned.
 - o. Suggestions concerning desirable future and follow-on projects, if any.
 - p. Description of all District entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations which whom the Contractor worked with and an evaluation of their strengths and weaknesses.
 - q. Index of all reports and information products produced under this contract. Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC). Analyze baseline data versus the final results.

F.7. KEY PERSONNEL

The following positions are essential to the work being performed hereunder and designated as Key Personnel: a) Chief of Party; b.) Deputy Chief of Party; c) Compliance Officer; d) Value Chain Advisor; and e) Director of Finance. Personnel proposed by the Contractor to fill each of these positions must be approved by the Contracting Officer. Contractor must submit written justification to the COR and the Contracting Officer sufficiently detailed to permit evaluation of proposed candidates against the qualification requirements for each position. The qualifications requirements for each position appears in Section J, and is hereby incorporated by reference into Section F.

Qualifications of Key Personnel

a. The **Chief of Party** candidate must meet the following qualifications:

Education:

A minimum of a master's degree in agricultural production, agricultural science, water resources management, international development, business management or a related field is required;

Work Experience:

1. At least 10 years of progressively responsible international development experience in managing and implementing large agriculture or business development programs which must include 10 years of progressively responsible supervisory experience.
2. Demonstrated expertise in agriculture and agribusiness development, local capacity building or business enabling environment, and program design and implementation.

Supervisory Experience:

1. At least 10 years of progressively responsible supervisory experience, including:
 - a. Direct supervision of professional and support staff.
 - b. Experience in building and effectively supervising a diverse team of employees.
 - c. Quality evaluation of staff performance and deliverables.
 - d. Contract management.
2. Excellent interpersonal skills and demonstrated ability to hold staff accountable for quality outputs and results as well as communication with external stakeholders such as governments, donors, etc.

Other Qualifications:

1. Prior experience in designing and implementing agriculture programs in Afghanistan, the region, or a conflict or post conflict country is highly desirable.
2. Experience working in the private sector is highly desirable.
3. Professional oral presentation and concise writing skills in English is required. Therefore the candidate must have the equivalent of a FSI S4/R4 proficiency in the English language. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desirable.
4. Ability to interact regularly and professionally with senior host-government counterparts on policy and other strategic planning issues.
5. Demonstrated organizational skills and strong track record in meeting deliverables and deadlines.
6. Demonstrated ability to work collaboratively with other project implementers, local implementing partners, and teams implementing USG- and other donor-funded programs, including activities in different sectors such as infrastructure and democracy/governance.
7. Capacity to effectively deal with and resolve conflict.
8. Demonstrated ethical management approach.

9. Demonstrated team building and management skills.

b. The Deputy Chief of Party candidate must meet the following qualifications:

Education:

A minimum of a master's degree in agricultural production, agricultural science, water resources management, international development, business management or a related field is required;

Work Experience:

1. At least five years of progressively responsible experience in managing and implementing large donor-funded agriculture or counter narcotic programs, particularly in transitional, Islamic, or post-conflict countries.
2. Experience with agricultural development programs implementing agricultural extension, agribusiness, or value chain development activities.
3. Demonstrated experience with host-government and private sector partners in planning and evaluating agriculture development activities at the national and sub-national level.
4. Experience working with a range of stakeholders, from high-level government officials to small farmers.
5. Experience designing and managing quality assurance and quality control activities with an emphasis on managing for results.

Supervisory Experience:

1. At least five years of progressively responsible project management and supervisory experience, including:

- a. Direct supervision of a diverse team of professional and support staff.
- b. Excellent interpersonal skills and demonstrated ability to motivate staff to be accountable for program outcomes.
- c. Experience mentoring and building capacity of national staff

Other Qualifications:

1. Equivalent to a FSI S4/R4 proficiency in the English language is required. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desirable.
2. Ability to interact regularly and professionally with senior host-government counterparts on policy and other strategic planning issues.
3. Demonstrated organizational skills and strong track record in meeting deliverables and deadlines.

c. The Value Chain Advisor candidate must meet the following minimum qualifications:

Education:

A minimum of a master's degree in agriculture, business management, economics or related field is required;

Work Experience:

1. At least five years of progressively responsible experience in implementing large donor-funded agricultural value chain activities, particularly in transitional, Islamic, or post-conflict countries.
2. Demonstrated experience in developing value chain activities to support farmers and private sector partners.
3. Track record of project design and project implementation capacity building working with host government, local private sector, and other related players.
4. Prior experience with counter-narcotic alternative development activities a plus.

Supervisory Experience:

1. At least five years of progressively responsible program management and implementation experience, developing agribusiness and value chain activities.
2. Direct supervision of a diverse team of professionals including agro-economists, extension workers, and support staff.
3. Excellent interpersonal skills and demonstrated ability to motivate staff to be accountable for program outcomes.

Other Qualifications:

1. Excellent interpersonal and written communication skills in English. Dari or Pashto proficiency is desirable.
2. Ability to interact regularly and professionally with senior host-government and community level counterparts on activity selection, planning, and field implementation.
3. Demonstrated organizational skills and strong track record in meeting deliverables and deadlines.

d. The Director of Finance candidate must meet the following minimum qualifications:

Education:

Minimum of a master's degree in accounting, finance, or a practicing Certified Professional Accountant is required.

Work Experience:

1. At least five years of progressively responsible financial experience managing the accounting and finance component for large donor-funded programs, particularly in transitional, Islamic, or post-conflict countries.
2. Ability to manage grants under contract funds.

Other Qualifications:

1. Equivalent to a FSI S4/R4 proficiency in the English language is required. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desirable.
2. At least 5 years of progressively responsible supervisory experience, setting up the accounting and finance function for a large funded project.
3. Direct supervision of a diverse team of professional accountants and financial management staff.

5) The Compliance Officer candidate must meet the following minimum qualifications:

Responsibilities:

The Compliance Officer will report directly to the Chief Financial Officer of the Contractor's overseas Headquarter Office. The purpose of this line of reporting is to allow the Compliance Officer to review the compliance and transparency of all processes and personnel in the program. The Compliance Officer will have the following responsibilities:

1. Ensure compliance with regulations, USAID policies, and USAID/Afghanistan Mission Orders and Implementing Partners Notices;
2. Establish standards and procedures to ensure that the compliance program throughout the project is effective and efficient in preventing, detecting, identifying, and correcting noncompliance with applicable rules and regulations;
3. Ensure compliance to organizational policies, procedures and internal controls; and
4. Ensure due diligence that funds are not being diverted from their development purpose outlined in the contract and are not vulnerable to corruption, extortion or otherwise benefitting malign groups.

Other Qualifications:

1. Equivalent to a FSI S4/R4 proficiency in the English language is required. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desirable.
2. Relevant certification from internationally recognized compliance or auditing organization (Institute of Internal Auditors, International Standards Organization, American Society for Quality, International Register of Certified Auditors, etc.) is required;
3. At least five years of experience in audit, procurement, finance, management or legal fields.

[END OF SECTION F]

SECTION G - SUPPLIES OR SERVICES AND PRICES/COSTS

G.1. USAID POINTS OF CONTACT

The Contracting Officer's Representative (COR) for post-award management of the contract activity is:

Freeman Daniels
Agricultural Development Advisor
USAID/Afghanistan, Office of Agriculture (OAG)
E-Mail: kabulaid-RADP-South-COR@state.gov or FDaniels@state.gov

The cognizant Contracting Officer for all post-award matters is hereby updated to:

Ross Hicks
Contracting & Agreement Officer
OAG Portfolio Team Lead, Office of Acquisition & Assistance
USAID/Afghanistan

E-Mail: Kabul-OAA-OAG-Team@state.gov or rhicks@state.gov

G.2. CONTRACTOR POINTS OF CONTACT

The Contractor's Primary corporate point of contact for post-award administration matters is:



Email: 

G.3. PAYMENT

The Contractor may submit vouchers for payment monthly or bi-monthly. Under the cost reimbursement portion of the contract, the Contractor may invoice for costs incurred at the time of invoice. Invoices shall be transmitted via e-mail and be addressed and identified as follows:

To: KabulAIDevouchers@usaid.gov
Cc: kabulaid-RADP-South-COR@state.gov
Cc: kabul-OAA-OAG-Team@state.gov

Subject: AID-306-C-13-00018 CHEMONICS (RADP-S) - Invoice

Standard Form (SF) 1034, Public Voucher for Purchases and Services Other Than Personal, must be completed, signed, and attached to the e-mail and accompanied by required supporting documentation. All documentation attached to the e-mail must be in text searchable portable document format (PDF).

G.4. AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES
(Document Number: XXX-X-XX-XXXX-XX)

Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	Product/Service Desc. for Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

(2) The fiscal report shall include a certification, signed by an authorized representative of the Contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY:

TITLE:

DATE:

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor’s Chief of Party and to the Contracting

Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation".

G.5. TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID

- (a) Technical Directions is defined to include:
- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of work detailed in Section C.
- (b) The Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this contract:
- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - (2) Perform, or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
 - (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of Level of Effort (LOE). All contractual agreements, commitments, or modifications which involve prices, quantities, quality, or schedules shall be made only by the Contracting Officer.

- (c) Contractual Problems: Contractual problems of any nature that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation (FAR) and Agency for International Development Acquisition Regulation (AIDAR)). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to, the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.
- (d) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- (e) In case of a conflict between this contract and the COR designation letter, the contract prevails.

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AAPD 12-03 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

(Class Deviation No. OAA-DEV-12-01c)

(a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 "Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds." The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:

- (1) Military equipment
- (2) Surveillance equipment
- (3) Commodities and services for support of police and other law enforcement activities
- (4) Abortion equipment and services
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.2 AAPD 10-04 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES – ACQUISITIONS (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008)," the Contracting Officer hereby identifies DoD's Synchronized Pre-deployment and Operational Tracker (SPOT) as the required system to use for this contract in Afghanistan.

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA), P.L. 110-181, USAID and the Departments of Defense (DOD) and State (DOS) have entered into a Memorandum of Understanding (MOU) under which USAID has agreed to establish a common database including information on contractors and contractor personnel performing work in Afghanistan. The MOU identifies SPOT as the common database to serve as the repository for this information. Information with regard to Afghan nationals will be entered under procedures provided separately by the Contracting Officer.

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

H.3 SPECIAL AFGHANISTAN CLAUSE DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEP 2007)

DoD requires that background investigations be performed as a pre-requisite to the issuance of CACs to U.S. citizen and U.S. Legal Permanent Resident employees and consultants of contractors/recipients working in Afghanistan.

Accordingly, all USAID/Afghanistan contractors/recipients requesting issuance of CACs must agree to be subjected to the investigation specified by the USG and have the results of the investigation of favorably adjudicated by the USG prior to issuance of a CAC. USAID Contractors/recipients sponsored for CACs who voluntarily wish to participate must therefore complete and submit to the USG the following documentation: one copy of Standard Form 85, Security Questionnaire (completed electronically through the U.S. Office of Personnel Management's secure web-based portal); two sets of fingerprints via FD 258; and a Release of Information Authorization provided by the USG security office performing the investigation.

(Note: Designation of the cognizant USG investigation office and any specific instructions for completing and routing of the completed security package will be provided by the cognizant USG investigating office to the contractor/recipient immediately following CAC sponsorship).

The employee subject to the background investigation acknowledges that if a favorable adjudication of the results of the investigation conducted cannot be concluded, a CAC will not be

issued, and any CAC issued to that employee will be rescinded and returned, as directed by competent DoD or USAID authorities. At the conclusion of the award performance period or termination of employment, whichever occurs first, all contractor/recipient employees issued CACs must return them to the designated USAID/ANE representative, unless directed otherwise by the Contracting/Agreement Officer. In the event of inconsistencies between this clause and later issued Agency or Government-wide CAC guidance or other Afghanistan related security policies, the most recently issued guidance or policies will take precedence, unless otherwise instructed by the Contracting/Agreement Officer. The contractor/recipient is required to include this clause in any subawards that require a subcontractor/sub-recipient's employee(s) to obtain a CAC.

H.4 HOST COUNTRY TAXES AND DUTIES

The Recipient is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs duties and taxes of every kind. Accordingly, and in accordance with the applicable U.S. Government cost principles (see 22 CFR 226.27), such costs are unallowable and may not be charged to this Award or paid with funding provided hereunder. If the Recipient is assessed any such charges, the Recipient shall bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Kabul.

H.5 NATIONAL SECURITY SCREENING (VETTING)

Information for Non-US contractors, subcontractors, and key individuals.

- (a) The contractor must complete and submit the "USAID Information Form" included in Section J of this contract award for:
 - i) Itself, if it is a non-U. S. entity;
 - ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; or
 - iii) Each key individual that is a non-U.S. entity.

- (b) For purposes of this clause, the following definitions apply:

"Non-U.S. entity" means (1) any non-US citizen or non-permanent legal resident of the United States; or (2) any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

- (c) The requirements of paragraph (a) of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:
 - i) Once a year; or
 - ii) When there is a change or addition to any entity or person identified in paragraph (a).
- (d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

H.6 GENDER REQUIREMENTS

Congress has mandated that USAID programs address the needs and protect the rights of Afghan women and girls, including efforts undertaken to prevent discrimination and violence against women and girls; provide economic and leadership opportunities; increase participation of women in the political process at the national, provincial and sub-provincial levels; improve security for women and girls; and any other programs designed to directly benefit women and girls. As required by USAID policies, the Contractor shall integrate assistance to women into all stages of development, planning, programming and implementation as a part of this contract or assistance program. Such integration shall focus on Afghan-led programs directly contributing to any or all the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The contractor shall establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the contract supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the contract.

The Contractor shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls. Project quarterly implementation reports shall specifically include information on the following, to the extent that it is applicable to the contract: 1) the total number of women and girls supported through the contract on a quarterly basis through Afghan Info; 2) number of women accessing basic services, including education and health; 3) number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries; 4) number of interventions resulting in increased participation of women in government and civil society; 5) number of activities supporting legal rights and public access for women; and, 6) outcomes for women who have benefited from the contract/agreement. The Contractor shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the contract will be disaggregated by gender."

H.7 FRAUD REPORTING

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically

impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

H.8 USAID/AFGHANISTAN PUBLIC POSTING

This contract will be posted in its entirety within 60 days of award, without alteration except that the Contractor may provide a redacted version of the award to USAID for review and consideration. Contractor must provide the redacted version within 30 days of the effective date the contract and direct the request and redacted copy via e-mail to Kabul-OAA-OAG-Team@state.gov. Requests to redact the contract award must be based on a claim that the award document contains proprietary or confidential business information or personally identifiable information (PII) to that redaction is warranted.

H.9 BASIS FOR APPROVAL

Documents submitted to USAID for approval pursuant to this award shall specify a) the specific basis in the award document for requesting approval, if any; and b) the specific basis in agency operating policy, if any.

H.10 USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC 1986)

H.11 AIDAR 752.219-70 USAID MENTOR-PROTEGE PROGRAM. (JUL 2007)

- (a) Large and small business are encouraged to participate in the USAID Mentor-Protege Program (the "Program"). Mentor firms provide eligible small business Proteges with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.
- (b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protege firms are small business as defined in 13 CFR parts 121, 124, and 126.
- (c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protege s. The costs for developmental assistance are not chargeable to the contract.
- (d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor- Protege Program Manager (202-712-1500) for more information.

H.12 AIDAR 752.227-14 RIGHTS IN DATA--GENERAL. (OCT 2007)

The following paragraph (d) replaces paragraph (d) of (48 CFR) FAR 52.227-14 Rights in Data--General.

- (d) Release, publication and use of data.
 - (1) For all data first produced or specifically used by the Contractor in the performance of this contract in the United States, its territories, or Puerto Rico, the Contractor shall have the right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract (see paragraph (d) (3) for limitations on contracts performed outside of the US).
 - (2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.
 - (3) For all data first produced or specifically used by the Contractor in the overseas performance of this contract, the Contractor shall not release, reproduce, distribute, or publish such data without the written permission of the Contracting Officer. The government also may require the contractor to assign copyright to the government or another party as circumstances warrant or as specifically stated elsewhere in the contract.

H.13 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

- (a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions.
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.14 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS. (OCT 2007)

- (a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.
- (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

H.15 AIDAR 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS.

In response to a GAO audit recommendation, USAID contracts, except for those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by FAR 45.106.

(See FAR 45.106)

Preface: to be inserted preceding the text of the FAR clause. The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirement: to be inserted following the text of the FAR clause.

Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

(Name of Contractor) As of (End of Contract Year), 19xx Motor Vehicles Furniture and furnishings Other non-expendable property Office Living quarters

- A. Value of property as of last report.
- B. Transactions during this reporting period.
 - 1. Acquisitions (add):
 - a. Purchased by contractor 1/
 - b. Transferred from USAID 2/
 - c. Transferred from others- Without reimbursement 3/
 - 2. Disposals (deduct):
 - a. Returned to USAID
 - b. Transferred to USAID-Contractor Purchased
 - c. Transferred to other Government agencies 3/
 - d. Other disposals 3/
- C. Value of property as of reporting date.
- D. Estimated average age of contractor held property

1/ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by USAID

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above. Authorized Signature.

H.16 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY. (APR 1984)

- (a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.
- (b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for

which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

- (c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".
- (2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

H.17 AIDAR 752.7001 BIOGRAPHICAL DATA. (JUL 1997)

The Contractor agrees to furnish to the Contracting Officer on AID Form 1420-17, "Contractor Employee Biographical Data Sheet", biographical information on the following individuals to be employed in the performance of the contract:

(1) All individuals to be sent outside of the United States, or (2) any employees designated as "key personnel". Biographical data in the form usually maintained by the Contractor on the other individuals employed under the contract shall be available for review by USAID at the Contractor's headquarters. A supply of AID Form 1420-17 will be provided with this contract. The Contractor may reproduce additional copies as necessary.

H.18 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION. (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.19 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 2013)

(Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.)

The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule.

The following information is not to be submitted:

- (i) Time-sensitive materials such as newsletters, brochures or bulletins.
- (ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(2) Within thirty (30) calendar days after completion of the contract, the contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements. The contractor must review the DEC Web site for the most up-to-date submission instructions, including the DEC address for paper submissions, the document formatting and the types of documents to be submitted. The submission instructions can be found at: <https://dec.usaid.gov>.

(1) Standards.

- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
- (ii) All submissions must conform to current USAID branding requirements.
- (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
- (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.
- (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to

the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

H.20 AIDAR 752.7006 NOTICES. (APR 1984)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows: To USAID: Administrator, U.S. Agency for International Development, Washington, D.C. 20523-0061. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director). To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

H.21 AIDAR 752.7007 PERSONNEL COMPENSATION. (JUL 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.22 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

- a) Limitations:

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed by more than the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

- b) Salaries During Travel:

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

c) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return the employee promptly to the point of origin by the most direct and expeditious air route.

d) Annual Salary Increases:

One annual salary increase not more than [REDACTED] (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

e) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer's Representative; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the USAID CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

f) Initial Salaries:

The initial starting salaries of all Expatriate and TCN employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less.

g) Work Week:

Non-overseas Employees:

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

Overseas Employee:

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

h) Compensation of Cooperating Country and Third Country Nationals (CCNs/TCNs):

Consistent with AIDAR 722.170(b), it is USAID policy that TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in local currency, unless a Mission waiver has been obtained permitting compensation in dollars. Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

Under this contract, the contractor will submit a CCN Salary Schedule to be approved by the Contracting Officer. CCN salaries that are in accordance and are within the limits of the approved CCN Salary Schedule do not require USAID approval. Any CCN salary that exceeds the approved CCN Salary Schedule requires Contracting Officer approval. The approved CCN Salary Schedule will be attached as an Attachment in Section J of this contract and made an integral part of this contract.

i) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.23 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL. (APR 1984)

- (a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract, unless the use of Government facilities or personnel is specifically authorized in the contract, or is authorized in advance, in writing, by the Contracting Officer.
- (b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S.

Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.

- (c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

H.24 AIDAR 752.7025 APPROVALS. (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

H.25 AIDAR 752.7031 LEAVE AND HOLIDAYS. (OCT 1989)

(a) Vacation leave.

- (1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract. For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.
- (2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a) (3) of this clause.
- (3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a) (1) and (2) of this clause will be forfeited unless the requirements of the project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:
 - (i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a) (2) of this section, or
 - (ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

- (b) Sick Leave. Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 work days per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice, if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 days. The Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this contract. The use of home leave authorized under this clause shall not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this contract.
- (c) Home leave.
- (1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.
 - (2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c) (4) of this clause, under this contract and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 workdays for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.
 - (3) Notwithstanding the requirement in paragraph (c) (2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:
 - (i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;
 - (ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and
 - (iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.

- (4) The period of service overseas required under paragraph (c) (2) or paragraph (c) (3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
 - (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.
 - (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
 - (7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.
- (d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.
 - (e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.
 - (f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

H.26 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS. (JAN 1990)

Prior written approval by the Contracting Officer Representative is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer Representative an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer Representative's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer Representative, of planned travel, identifying the travelers and the dates and times of arrival.

H.27 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER. (DEC 1991)

H.28 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
 - (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.

- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

- (d) Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].

- (e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.

- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.29 ADS 302.3.5.9 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

H.30 ADS 302.3.5.14(A) USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:

http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

- (b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract.

To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

H.31 302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (MAY 2012)

- a) Applicability. This clause applies to (i) contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), also known as "Local Competition Authority" and (ii) contracts awarded to local entities (as defined in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70.
- b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—
 - (1) Services (except construction), at least 50 percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.
 - (2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.
- c) By submission of an offer and execution of a contract, the Offeror/Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that—
 - (1) Is legally organized under the laws of;
 - (2) Has as its principal place of business or operations in; and
 - (3) Either is--
 - A. majority owned by individuals who are citizens or lawful permanent residents of; or
 - B. managed by a governing body the majority of whom are citizens or lawful permanent residents of; a country in which this contract will be primarily performed.
- d) For purposes of this clause, "majority owned" and "managed by" include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

(END OF PROVISION)

H.32 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUGUST 2013)

- (a) Definitions:

"Third-party websites" Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party websites include project sites.

- (b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party website funded by USAID for the purpose of meeting the project implementation goals:
- (1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the website URL as far in advance of the site's launch as possible.
 - (2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and landmark with the tagline "from the American people," located on the USAID Website at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://transition.usaid.gov/branding/gsm.html>.
 - (3) The website must be marked on the index page of the site and every major entry point to the Website with a disclaimer that states:

"The information provided on this Website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."
 - (4) The website must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.
 - (5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.
 - (6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the websites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.
 - (7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used

to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

- (c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to

http://transition.usaid.gov/info_technology/xweb/contracts.html

H.33 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.34 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

The implementing partner is responsible for reporting all serious incidents during performance of the award. This reporting shall apply to the prime implementing partner and all sub-awardees regardless of the tier (subs of subs and lower, etc). In addition to reporting, the prime is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded worksite regardless of the tier of the employee:

1. Death of an individual.
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident – as soon as practical if it practical if it cannot be done immediately. The emails shall be sent to: Kabul AID SSO@usaid.gov This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Contracting/Agreement Officer's Representative (C/AOR) and the Contracting/Agreement Officer (C/AO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (Lat/Lon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the partner shall notify the SSO within 24 hours of the death of the individual.

H.35 SUB-AWARD REQUIREMENTS (MARCH 2012)

- (a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.
- (b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

- (c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.
- (d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.
- (e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:
 - (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
 - (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
 - (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;
- (f) Provisions for specific contract types:
 - (i) [To be included by CO for use with construction contracts: Not Applicable]
- (g) For purposes of calculating tiers, the following will not be considered a tier:
 - (i) subsidiaries of the awardee;
 - (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
 - (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
 - (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
 - (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided

such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

- (h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

H.36 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at

[http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn).

More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at

[http:// www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

- (c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.
- (d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).

H.37 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

H.38 SUBCONTRACTING REQUIREMENTS

- (a) Definitions: As used in this clause, "Principals" means the owner/president and all other individuals with a financial interest in the subcontractor, the program manager, project manager, and site foreman.

(b) It is USAID's objective under this contract to promote competitive, transparent and appropriate local subcontracting with legitimate, competent and fully vetted subcontractors.

Contractor shall assure that all subcontractors and lower-tier subcontractors are actively engaged in the performance of subcontracted work. Contractor shall assure that subcontract "brokering" does not occur under this contract and that all subcontractor and lower-tier subcontractors self perform appropriate portions of the subcontracted work. To promote the foregoing objectives, USAID may limit the number of "tiers" that Contractor may subcontract.

(c) Therefore, in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor shall notify the Contracting Officer in writing if Contractor's intent to subcontract and obtain Contracting Officer's approval to award said subcontract(s).

(d) Contractor's notification and request for approval to subcontract shall include the following information:

- i. Subcontract number and title (or a general description of the subcontract work);
- ii. Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower-tier subcontractors (regardless of dollar amount or percentage of work to be performed);
- iii. The total value of the work and total value of the work to be self-performed by the subcontractor;
- iv. A copy of Afghan business license (Afghan firms only);
- v. Subcontractor and lower-tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
- vi. Identification information for the subcontractor and lower-tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and Contract No
- vii. A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower-tier subcontractor.

(e) The Contractor shall perform with its own organization, at least 15 percent of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower-tier subcontractors of work which is only administrative in nature shall not meet the requirements of this clause.

(f) The contractor and all its subcontractors and lower-tier subcontractors shall maintain payrolls and basic personnel records for all personnel working under the contract. Said records shall be made available to the government during contract performance and for 3 years after contract completion. The records shall contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(g) Subcontracts. The contractor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The contractor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.

(h) The contracting officer's approval to subcontract, to include approval of lower tier subcontracts, does not constitute a determination —

- i. Of the acceptability of any subcontract terms or conditions;

- ii. To relieve the Contractor of their responsibility as the prime contractor for all performance under this contract.
- iii. The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum extent practical.
- iv. Submission of false information required by this clause or non-compliance with the requirements of the clause shall be considered a material breach of the contract.

H.39 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL

Personal Identity Verification of Contractor Personnel (Sept 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

H.40 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011)

(Class Deviation OAA-DEV-II-03c, expiration date September 8, 2016)

(a) Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this contract/agreement shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with an agricultural applications or CAN for agricultural or construction/demolition applications. This clause/provision supersedes the terms and conditions of any other clause/provision, including any deemed approval, in this contract/agreement applicable to restricted goods and services. This clause/provision shall not be altered or its applicability waived.

(b) If USAID determines that the contractor/recipient or any subcontractor/sub-awardee has used any funds under this contract/agreement contrary to the restriction in paragraph (a) of this clause/provision, the Contracting Officer/Agreement Officer may require the contractor/recipient to refund the entire amount used for such purposes.

(c) The contractor/recipient shall insert this clause/provision in its entirety in all subcontracts/subawards, including (without limitation) Grants under Contracts (GUCs).

H.41 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

H.42 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's "Representations and Certifications" submitted via the Online Representations and Certifications (ORCA) system are hereby incorporated by reference into this contract.

H.43 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract or subcontract awarded under it may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO/COR.

H.44 INSURANCE AND SERVICES

- (a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors and subcontractors are to contact AON Risk Insurance Services (AON), the agent for Allied World Assurance Company (AWAC). AWAC is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain this insurance, contact AON at either one of these two locations:

- (1) AON Risk Insurance Services West, Inc.
199 Fremont St, Suite 1400, San Francisco, CA 94105
Hours: 8:30 AM to 5:00 PM Pacific Time
Primary contact: Fred Robinson, Phone (415) 486-7516
Secondary contact: Angela Falcone, Phone (415) 486-7000

or

- (2) AON Risk Insurance Services East, Inc.
1120 20th St, NW, Suite 600, Washington, DC 20036
Hours: 8:30 AM to 4:00 PM Eastern Time
Primary contact: Ellen Rowan, Phone (202) 862-5306
Secondary contact: Chris Thompson, Phone (202) 862-5302

H.45 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.46 ENVIRONMENTAL COMPLIANCE

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs.

This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities.

Contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract. In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.").

An Initial Environmental Examination (IEE) for the RADP-South has been approved for the Program funding of this contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Categorical Exclusion and Negative Determination with Conditions (see Section J, Attachment 4, Initial Environmental Examination) apply to the proposed activities. The contractor shall comply with the conditions stipulated in the IEE. In addition, the contractor will comply with AFGHANISTAN 2013 PROGRAM PESTICIDE EVALUATION REPORT AND SAFER USE ACTION PLAN (PERSUAP) dated August 2013. A copy of the PERSUAP can be obtained from the COR.

As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this task order to determine if they are within the scope of the approved Regulation 216 environmental documentation.

If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

H.47 NONEXPENDABLE PROPERTY PURCHASES, INFORMATION TECHNOLOGY RESOURCES AND GOVERNMENT PROPERTY

- (1) The Contractor is hereby authorized to purchase the equipment and/or resources as identified in Chemonics Proposal dated [REDACTED] with the exception listed below. All purchases will be conducted within the terms and conditions for procurement incorporated and referenced herein. The contractor shall request authorization from the Contracting Officer for purchase of non-expendable property (as defined in AIDAR) not identified in the Chemonics Proposal dated [REDACTED] and in cases when required by US Government regulations and policies (i.e. Restricted Goods, etc.).



- (2) Contractor shall provide the Government a full list of Government Furnished Property transferred to the contract within 2 weeks of receipt of the property.
- (3) With respect to nonexpendable equipment purchased by the Contractor hereunder, the Contractor shall comply with all the requirements of the clauses of this contract entitled "Government Property—AID Reporting Requirements" (AIDAR 752.245-70) and "Title To and Care of Property" (AIDAR 752.245-71).
- (4) The Government will provide the following property to the Contractor:

TBD
- (5) The Contractor shall be responsible for the maintenance of equipment located outside of the USAID Offices.

H.48 GRANTS UNDER CONTRACTS

The contractor shall develop Grants Under Contracts Manual that adheres to all pertinent USAID regulations (including selection criteria, competition, cognizant Contracting Officer/Contracting Officer's Representative approvals, etc.). The Manual shall be submitted for USAID review and approval in accordance with Section F.5.

The contractor shall comply with all applicable USAID policies, procedures, regulations, and provisions set forth in the contract and ensure:

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the contractor, and
- (3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract close-out.

All grants must be closed out no later than the end date of the contract.

USAID Approval of Grantees. The Contractor shall coordinate with USAID with respect to the establishment of selection criteria for grantees, such that USAID shall have substantial involvement in the establishment of the selection criteria. Before awarding a proposed grant, the Contractor must receive the prior written approval of USAID, including USAID approval as to (1) the identity of the proposed grantee, (2) the amount of the proposed grant, and (3) the nature of the grant activities.

Right of USAID to Supersede Contractor Decisions. Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this contract, USAID retains the right, at all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Agreement. USAID reserves the right to rescind its approval for any grant issued by the contractor, and each grant must give the contractor and USAID the right to terminate the grant unilaterally in extraordinary circumstances, at USAID's request.

Records Retention. The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be available at all times to the Contracting Officers Representative USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

[END OF SECTION H]

SECTION I - SECTION I - CONTRACT CLAUSES

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract.

52.202-1	DEFINITIONS	(JULY 2004)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES	(OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(JAN 1997)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	(APR 2010)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	(DEC 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	(JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	(DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(JUL 2013)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING	(JAN 2014)
52.209-6	WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(AUG 2013)
52.215-2	AUDIT AND RECORDS – NEGOTIATION	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	(OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT	(JUN 2013)
52.217-2	CANCELLATION UNDER MUTIYEAR CONTRACTS	(OCT 1997)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(JUL 2013)
52.222-26	EQUAL OPPORTUNITY	(MAR 2007)
52.222-50	COMBATING TRAFFICKING IN PERSONS	(FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	(JUL 2012)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVIN	(AUG 2011)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	(JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	(FEB 2000)
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	(MAR 2008)
52.227-14	RIGHTS IN DATA--GENERAL	(DEC 2007)
52.227-17	RIGHTS IN DATA—SPECIAL WORKS	(DEC 2007)

52.227-18	RIGHTS IN DATA—EXISTING WORKS	(DEC 2007)
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	(JUN 1987)
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	(APR 1984)
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	(MAR 1996)
52.229-8	TAXES--FOREIGN COST- REIMBURSEMENT CONTRACTS	(MAR 1990)
52.230-2	COST ACCOUNTING STANDARDS	(MAY 2012)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	(JUN 2010)
52.232-9	LIMITATIONS ON WITHHOLDING OF PAYMENTS	(APR 1984)
52.232-17	INTEREST	(OCT 2010)
52.232-18	AVAILABILITY OF FUNDS	(APR 1984)
52.232-22	LIMITATION OF FUNDS	(APR 1984)
52.232-25	PROMPT PAYMENT ALTERNATE I	(OCT 2008)
52.232-33	PAYMENT BY ELECTRONIC FUNDS – SYSTEM FOR AWARD MANAGEMENT	(JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	(JUN 2013)
52.233-3	PROTEST AFTER AWARD (AUG 1996)- ALTERNATE I	(JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	(OCT 2004)
52.237-9	WAIER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	(AUG 2003)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	(APR 1984)
52-242-2	PRODUCTION OF PROGRESS REPORTS	(APR 1991)
52-242-3	PENALTIES FOR UNALLOWABLE COSTS	(MAY 2001)
52-242-4	CERTIFICATION OF FINAL INDIRECT COSTS	(JAN 1997)
52-243-2	CHANGES – COST REIMBURSEMENT ALTERNATE I	(APR 1984)
52.244-2	SUBCONTRACTS	(OCT 2010)
52-244-5	COMPETITION IN SUBCONTRACTING	(DEC 1996)
52.245-1	GOVERNMENT PROPERTY	(APR 2012)
52-246-5	INSPECTION OF SERVCES – COST REIMBURSEMENT	(APR 1984)
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	(JUN 2003)
52.249-6	TERMINATION (COST-REIMBURSEMENT)	(MAY 2004)
52-249-14	EXCUSABLE DELAYS	(APR 1984)
752.202-1	DEFINITIONS	JAN 1990
752-202-1	DEFINITIONS – SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	(DEC 1990)
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	UNDATED
752.225-71	LOCAL PROCUREMENT	(FEB 1997)
752.225-702	DESIGNATION OF AUTHORIZED GEOGRAPHIC CODE	(JULY 1996)
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-3	WORKER'S COMPENSATION IDSURANCE (DEFENCE BASE ACT)	UNDATED
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	UNDATED
752.229-70	FEDERAL, STATE AND LOCAL TAXES	UNDATED
752.231-71	SALARY SUPPLEMENTS TO HG EMPLOYEES	OCT 1998
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGAUAGE TRAINING	APR 1984

752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7029	POST PRIVILEGES	JUL 1993
752.7035	PUBLIC NOTICES	DEC 1991
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.1 FAR 52.216-8 FIXED FEE (JUNE 2011)

- a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
- b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

I.2 FAR 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

- (a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.
- (b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.
- (c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.3 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

I.4 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 AIDAR 752.204-2 SECURITY REQUIREMENTS

Pursuant to the Uniform State/USAID/USIA Regulations (Volume 12, Foreign Affairs Manual, Chapter 540), USAID applies the safeguards applicable to "Confidential" information to administratively controlled information designated as "Sensitive But Unclassified". Therefore, when the clause in FAR 52.204-2 is used in USAID contracts, pursuant to section 704.404, paragraph (a) of the clause is revised as follows: (See 52.204)

- (a) This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', or 'Top Secret'), or administratively controlled ('Sensitive But Unclassified') information."

I.6 AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (OCT 1996)

- (a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 1241(b) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 75 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.
- (b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of programs or activities that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 or 75 percent, depending on current compliance with Cargo Preference requirements. If freight under the contract is fixed on a U.S. flag vessel, Alternate I of this clause shall apply.
- (c)
 - (1) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both the Division of National Cargo, Office of Cargo Preference, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, and the Transportation Division, Office of Procurement, USAID, Washington, DC 20523-7900.
 - (2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
 - (i) Sponsoring U.S. Government agency.
 - (ii) Name of vessel.
 - (iii) Vessel flag registry.
 - (iv) Date of loading.
 - (v) Port of loading.
 - (vi) Port of final discharge.
 - (vii) Description of commodity
 - (viii) Gross weight in pounds and cubic feet if available.
 - (ix) Total ocean freight revenue in U.S. dollars.

Alternate I

- (d) If freight is fixed on a U.S. flag vessel, except as provided in paragraph (e) of this clause, the contractor shall use privately owned U.S. flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this contract.

- (e) If such vessels are not available, or not available at rates that are fair and reasonable for privately owned U.S. flag commercial vessels, the Contractor shall notify the contracting officer and request either authorization to ship in foreign-flag vessels or designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the supplies in privately owned U.S.-flag commercial vessels and foreign-flag vessels.

I.7 AIDAR 752.7002 TRAVEL AND TRANSPORTATION. (JAN 1990)

- (a) **General.** The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

- (b) **International travel.** For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for that employee and his/her dependents are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract for the employee and his/her dependents. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) - hereinafter referred to as the Standardized Regulations - as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or

more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

- (c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.
- (d) Travel for consultation. The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor's office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.
- (e) Special international travel and third country travel. For special travel which advances the purpose of the contract, which is not otherwise provided by the Cooperating Government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel cost of travelers other than between the United States and the Cooperating Country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.
- (f) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag carriers will be reimbursable within the above limitation of allowable costs.
- (g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

- (h) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.
- (i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.
- (j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:
 - (1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j) (1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.
 - (i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.
 - (ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.
 - (2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going

from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.

- (3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.
-
- (k) Home leave travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the employee's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.
 - (l) Rest and recuperation travel. The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation provided that such reimbursement does not exceed that authorized for USAID direct hire employees, and provided further that no reimbursement will be made unless approval is given by the Contractor's Chief of party.
 - (m) Transportation of motor vehicles, personal effects and household goods.
 - (1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the

Contracting Officer) of one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

- (2) If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs for transportation of vehicles, effects and goods to and from the post of duty are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs for transportation of vehicles, effects and goods to the post of duty are reimbursable hereunder but the costs for transportation of vehicles, effects and goods from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract.
- (3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.
- (n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.
- (o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (m) above provided that the total amount of effects shipped to the Cooperating

Country or stored in the U.S. shall not exceed the amount authorized for USAID direct hire employees under the Uniform Foreign Service Travel Regulations.

- (p) International ocean transportation.
 - (1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.
 - (i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Office of Procurement, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.
 - (ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.
 - (2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.
 - (3) Reduced rates on U.S. flag carriers. Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of USAID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resale-payment of freight charges is at U.S. Government (USAID) expense and any special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in an amount in excess of the reduced rates available in accordance with the foregoing.

I.8 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS. (OCT 1989)

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.
- (b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called

for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

- (c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.
- (d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.
- (e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

I.9 AIDAR 752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS. (JAN 1990)

- (a) Changes in travel, differential, and allowance regulations shall be effective on the beginning of the contractor's next pay period following the effective date of the change as published in the applicable travel regulations (the Standardized Regulations (Government Civilians, Foreign Areas), the Uniform State/USAID/USIA Foreign Service Travel Regulations, and the Federal Travel Regulations).
- (b) The Standardized Regulations (Government Civilians Foreign Areas), and the Federal Travel Regulations are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- (c) Information regarding the Uniform State/USAID/USIA Foreign Service Travel Regulations as referenced in the "Travel and Transportation" clause of this contract may be obtained from the Contracting Officer.

I.10 AIDAR 752.7019 PARTICIPANT TRAINING. (JAN 1999)

- (a) Definitions.
 - (1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.
 - (2) A Participant is any foreign national being trained under this contract outside of his or her country.

- (b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200>.
- (c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5. Note: Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iie.org/fulbright/posts/restrict>. U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training (website:<http://policyworks.gov>).

I.11 AIDAR 752.7027 PERSONNEL. (DEC 1990)

- (a) Clearance.
 - (1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.
 - (2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.
- (b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.
- (c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.
- (d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

- (e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

- (f) Duration of Appointments.
 - (1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:
 - (i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.
 - (ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.
 - (iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.
 - (iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.
 - (2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.

- (g) Employment of Dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. He or she shall be entitled to salary for the time services are actually performed in the Cooperating Country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

I.12 AIDAR 752.7028 DIFFERENTIAL AND ALLOWANCES. (JUL 1996)

(This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.)

- (a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. (See Standardized Regulation 510) When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.
- (b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. (See Standardized Regulation 130) Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term

employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

- (c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of
 - (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and
 - (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.
- (d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended. (See Standardized Regulation 220)
- (e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended. (See Standardized Regulation 230)
- (f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)

- (g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. (See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.
- (h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)
- (i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)
- (j) Danger pay allowance.
 - (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)
 - (2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

I.13 AIDAR 752.7033 PHYSICAL FITNESS. (JUL 1997)

(The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired.)

- (a) Assignments of less than 60 days in the Cooperating Country. The contractor shall require employees being assigned to the Cooperating Country for less than 60 days to be examined by a licensed doctor of medicine. The contractor shall require the doctor to provide to the contractor a written statement that in his/her medical opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. Under a cost reimbursement contract, if the contractor has no such written statement of medical opinion on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, in the case of a cost reimbursement contract, the contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.

- (b) Assignments of 60 days or more in the Cooperating Country.

- (1) The Contracting Officer shall provide the contractor with a reproducible copy of the "USAID Contractor Employee Physical Examination Form".** This form is for collection of information; it has been reviewed and approved by OMB. Information required by the Paperwork Reduction Act for reporting the burden estimate, the points of contact regarding burden estimate, and the OMB approval expiration date (see 701.105(a)), are printed on the form. The contractor shall reproduce the form as required, and provide a copy to each employee and authorized dependent proposed for assignments of 60 days or more in the Cooperating Country. The contractor shall have the employee and all authorized dependents obtain a physical examination from a licensed physician, who will complete the form for each individual. The employee will deliver the physical examination form(s) to the embassy health unit in the Cooperating Country.

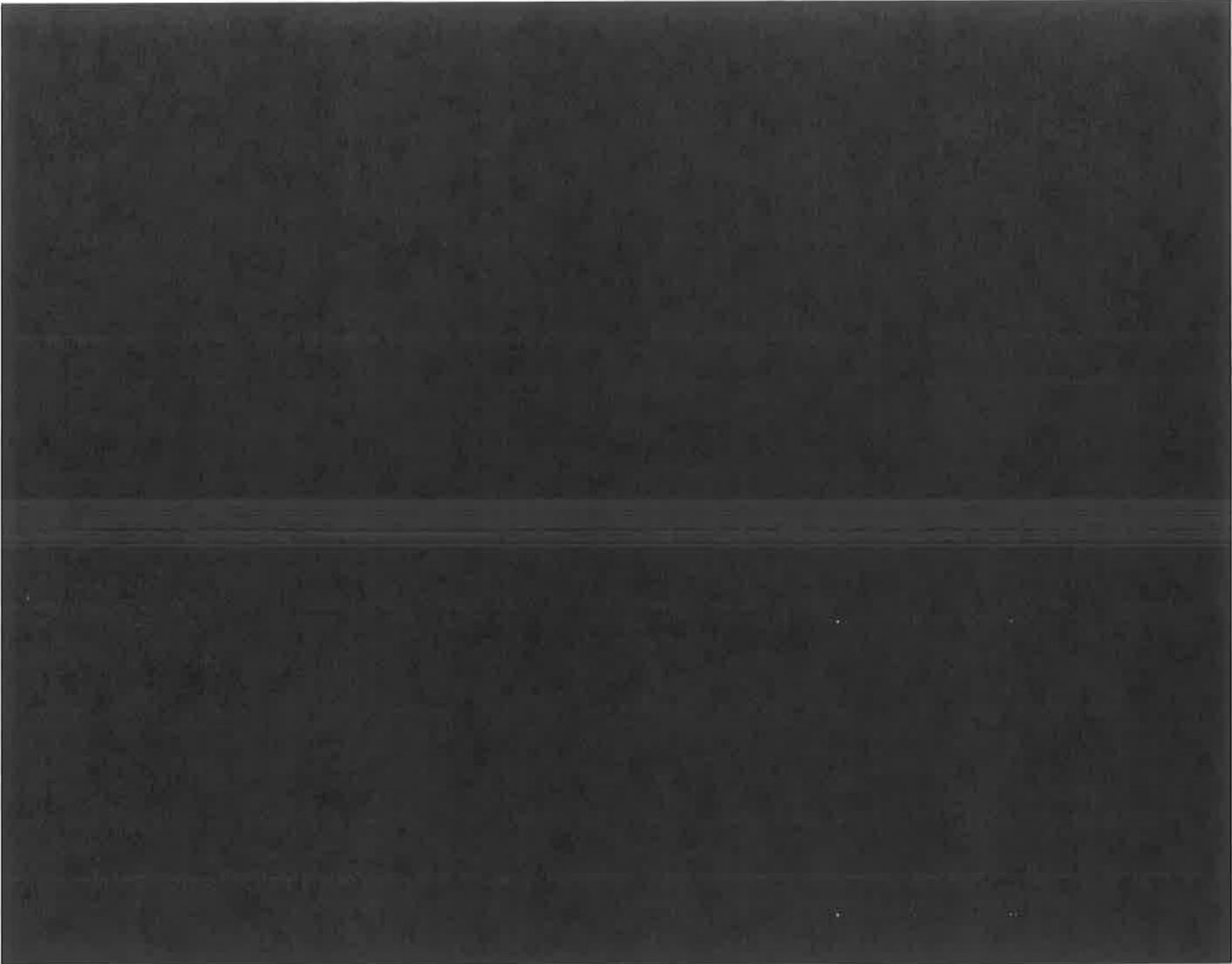
** The USAID Contractor Employee Physical Examination Form appears at the end of the AIDAR as an attachment. It is not part of the AIDAR. It appears as an attachment only for the reader's convenience.

- (2) (The following information is provided for two purposes: to assist fixed price offerors to develop their price proposal, and to provide cost reimbursement contractors with guidance in determining reasonable and allowable costs.) As a contribution to the cost of medical examinations, USAID shall reimburse the contractor for the physical examination authorized in paragraph (a) of this section in an amount not to exceed \$100 for the physical examination, plus reimbursement of

charges for immunizations to the extent not covered by the contractor's health insurance policy. For physical examinations authorized in paragraph (b) (1) above, the USAID contribution to the cost of the examination shall be as follows:

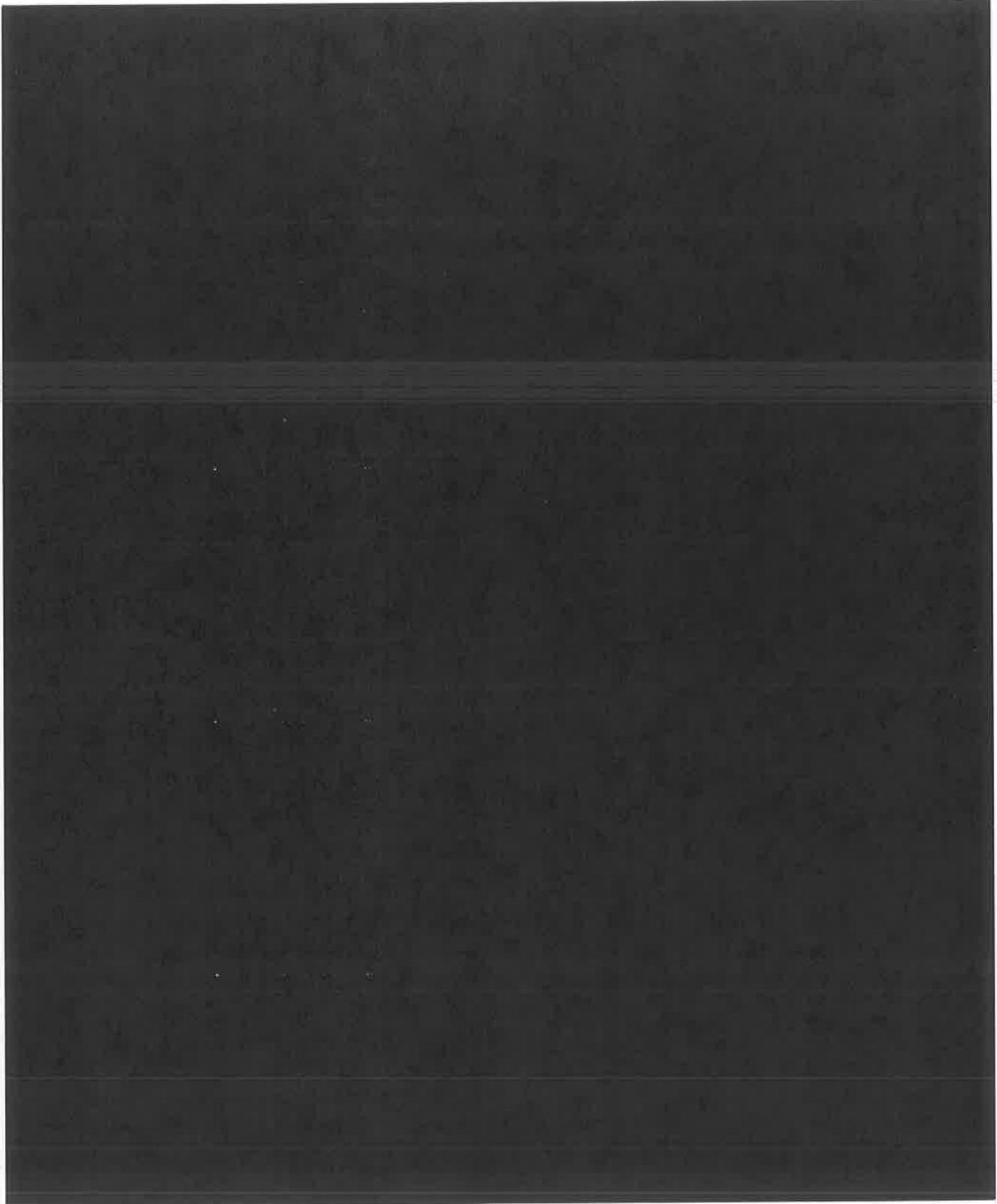
- (i) For the employee and authorized dependents 12 years of age and over, one half of the cost of each examination up to a maximum USAID share of \$300 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.
- (ii) For authorized dependents under 12 years of age, one half of the cost of each examination up to a maximum USAID share of \$120 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.
- (iii) The contractor must obtain the prior written approval of the Contracting Officer to receive any USAID contributions higher than these limits.

[END OF SECTION I]



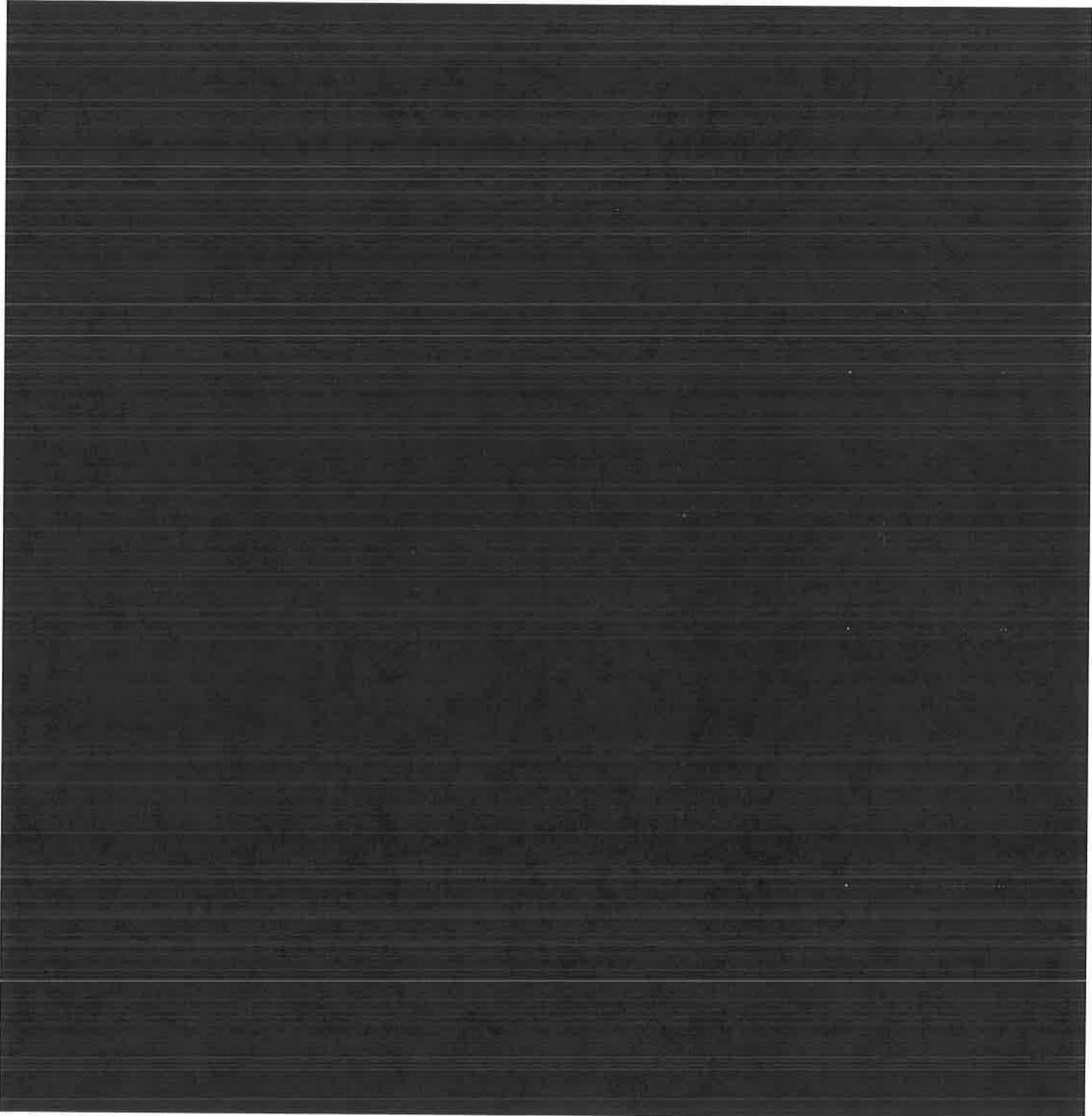
ATTACHMENT 1 - RADP-S DELIVERABLES & MILESTONES

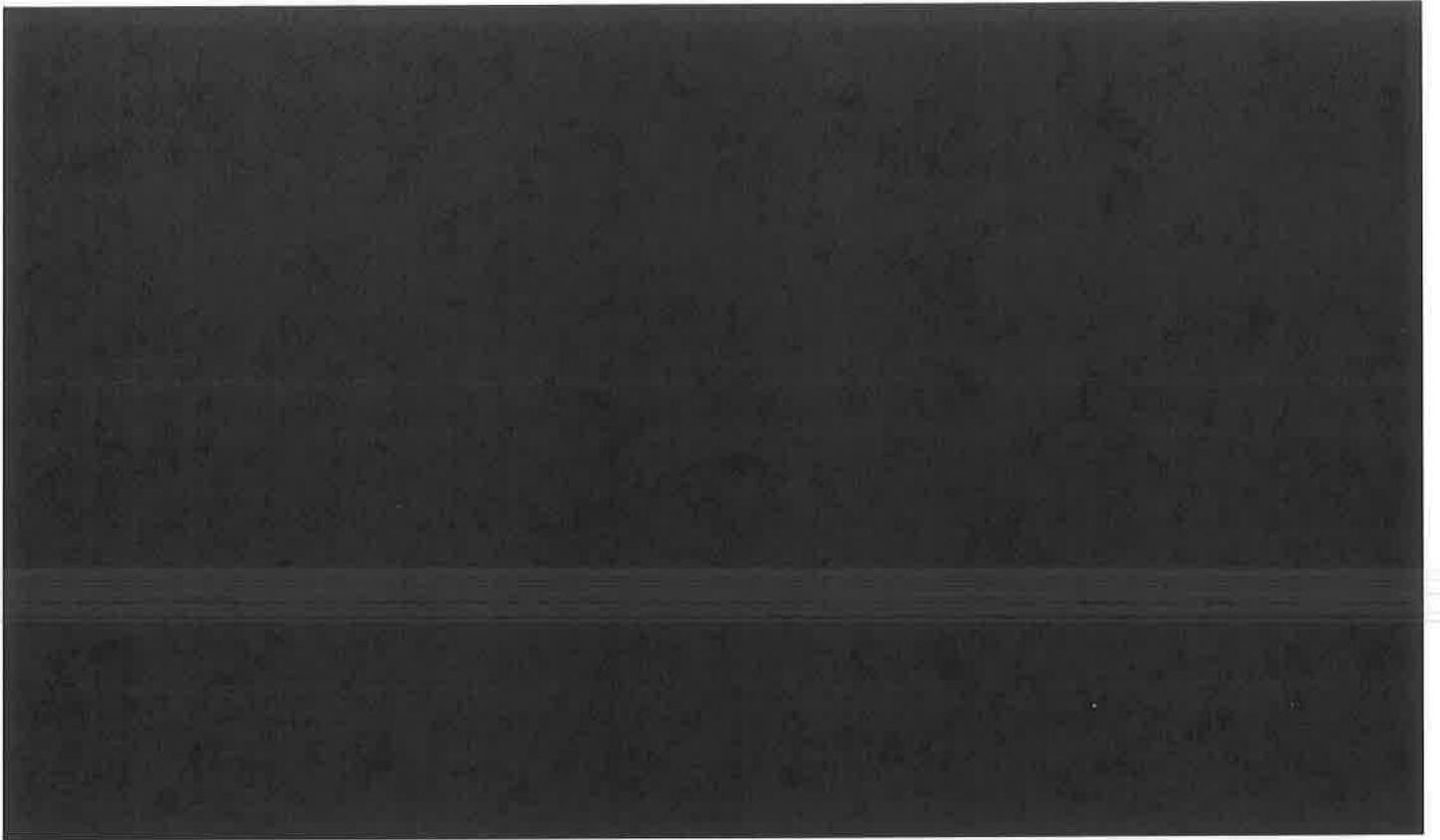
CLIN 1: Wheat Value Chain



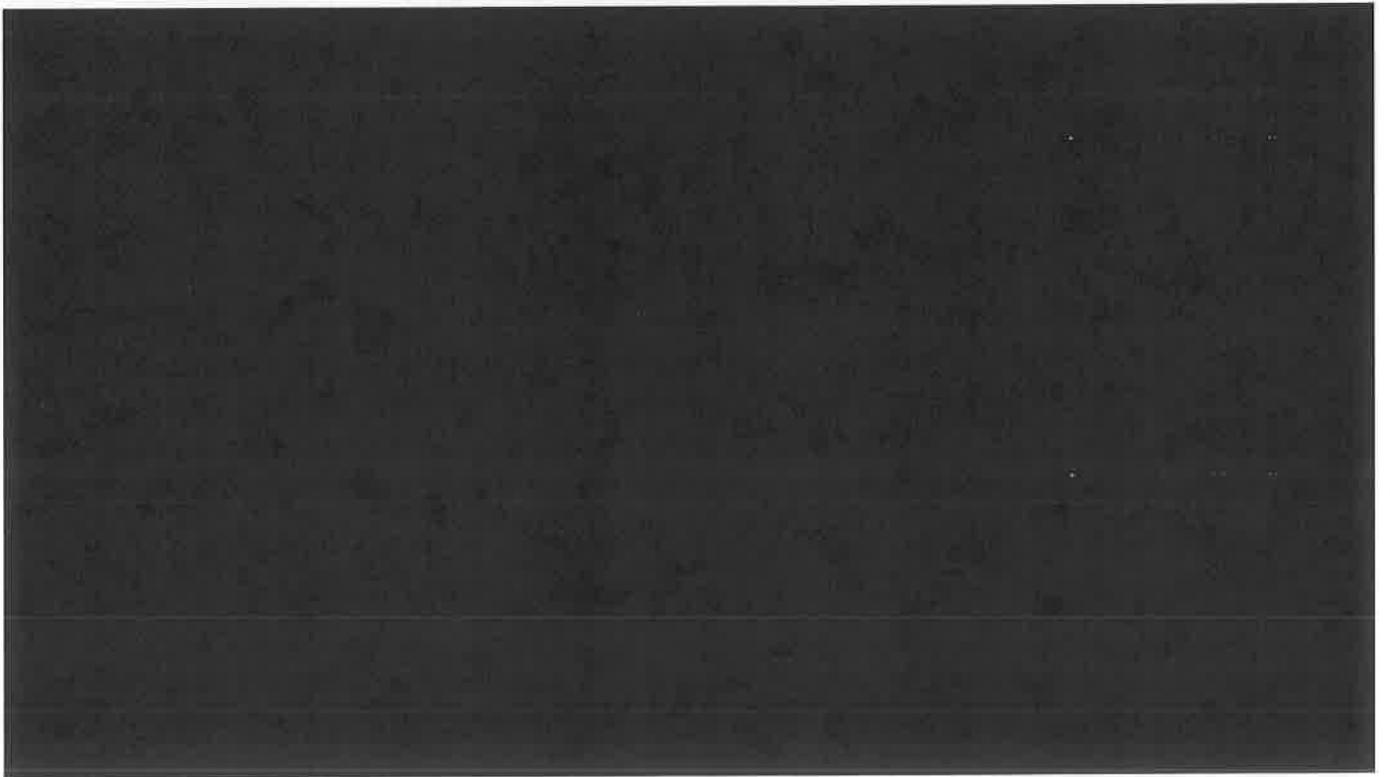


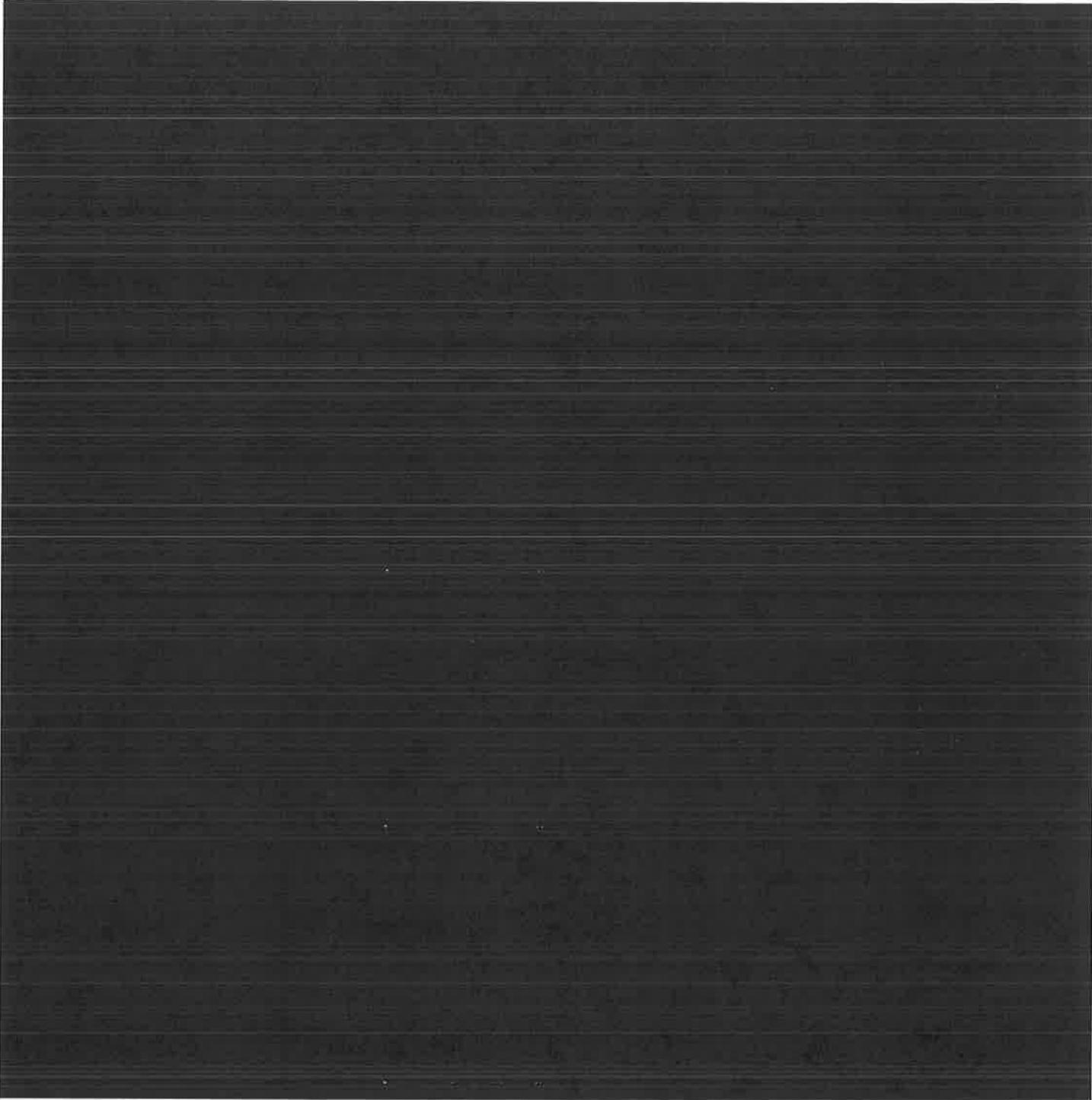
CLIN 2: High-Value Crops





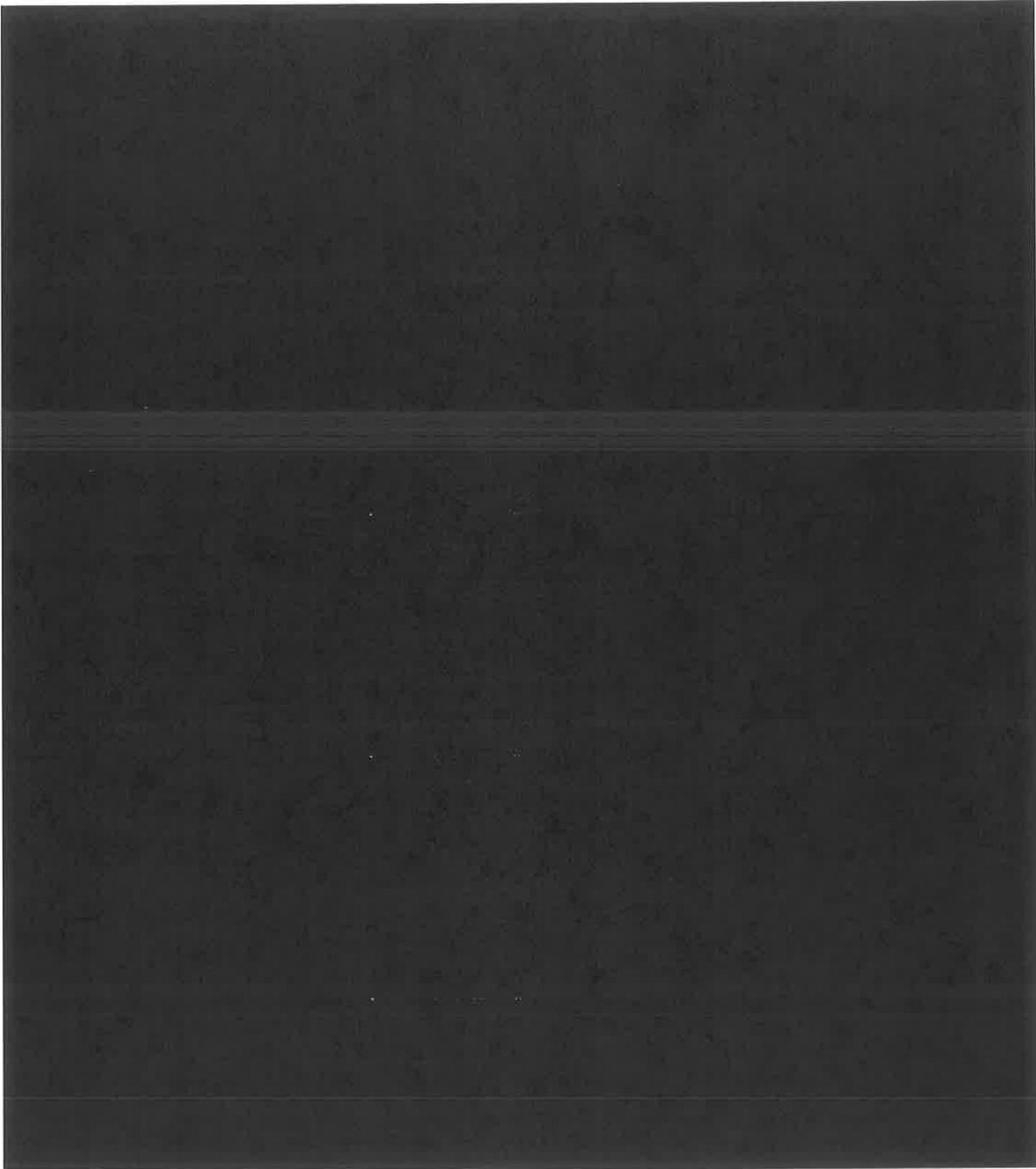
CLIN 3: Livestock

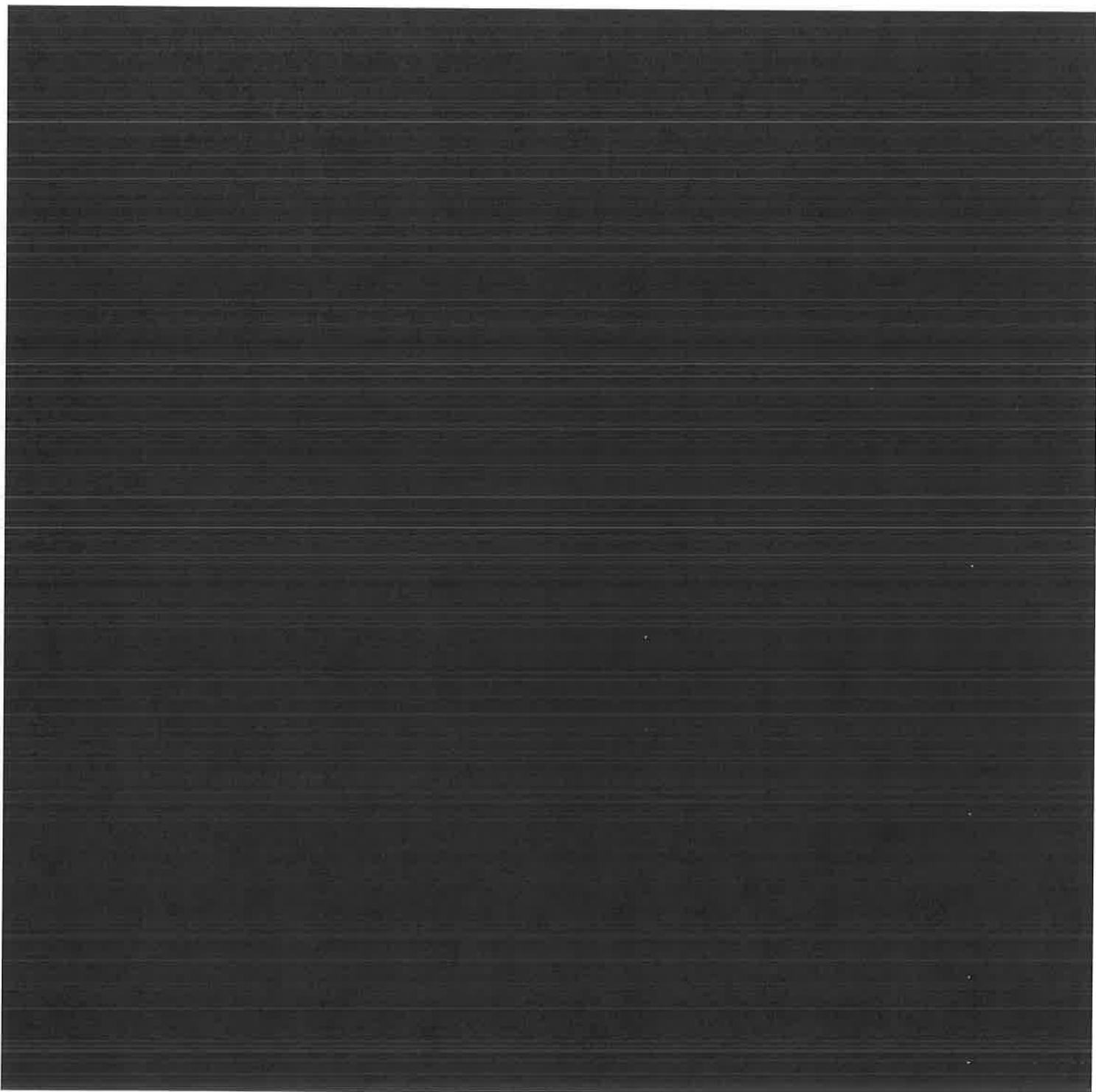




CLIN 4: Enabling Environment







	DELIVERABLE	DESCRIPTION AND DUE DATE
e.	Monthly Progress Reports	<p>3. Chemonics will submit a monthly report to the COR every month on the 15th. This report is intended for the USAID platform representatives and the COR will disseminate it accordingly. There will be 12 monthly reports per year. Each quarter the third monthly report will be included within the quarterly report rather than being submitted separately.</p> <p>4. Chemonics will modify the monthly report submitted to the COR so that it is appropriate for local stakeholder use and submit it to MAIL, and any other stakeholders identified by the COR. This modified monthly report will be titled "Monthly Activity Report" to distinguish it from the monthly report submitted to the COR. The report will be produced in English, Pashtu, and Dari. The report will include project information, coordination, and collaboration of project activities with key stakeholders at the national and sub-national level. There will be 12 monthly activity reports per year.</p>
f.	Quarterly Progress Reports*	The Contractor must submit progress reports on a quarterly basis. The draft will be submitted to the COR not later than 30 calendar days after the close of each US fiscal year quarter (i.e. 1st quarter ends on 31 December, 2nd quarter ends on 31 March, 3rd quarter ends on 30 June, and 4th quarter ends on 30 September). Each quarterly report will also include a quarterly PMP data update. Each Quarterly Progress Report that has a due date that coincides with the due date for the Annual Report may be incorporated into the Annual Report as a discrete component that is clearly marked and distinguishable as the Quarterly Progress Report.
g.	Branding Implementation Plan	Due no later than 45 days after contract award
h.	Marking Plan	Due no later than 45 days after contract award
i.	Annual Report*	The annual report will be submitted within 30 calendar days after the end of the annual reporting period.
j.	Final Program Report*	The final narrative report will be submitted 30 calendar days prior to contract completion.
k.	Demobilization Plan	The Demobilization Plan will be submitted to the COR no later than 90 calendar days prior to commencement of program demobilization.

MILESTONES

The Contractor is required to meet, at a minimum, the following milestones:

No.	Milestones	Means of Verification sent to COR	Due Date
CLIN 1: Wheat Value Chain			
1.1	Baseline completed (together with Baseline from CLINs 2, 3, and 4)	Baseline Report	Information from secondary data 90 calendar days after award, information from primary data and final report at 6 months.
1.2	MOUs signed with MAIL, and relevant programs related to wheat value chain development to coordinate activities	Monthly Report	Within 6 months of an award.
1.3	Contractor provides services for wheat value chain in five districts of Helmand, Kandahar and Zabul and three districts in Uruzgan	Monthly Reports	Within 120 days of an award.
1.4	At least 15 percent of beneficiaries are women	Monthly and Final Reports	Within 1 year of an award.
1.5	Wheat value chain strategy to improve farmer productivity and agribusiness profitability developed and coordinated with MAIL and DAILs	Monthly and Final Reports	Within 120 days of an award.
1.6	35,000 farmers with increased productivity of wheat by 10 percent minimum or percentage proposed		Within 2.5 years of an award.
1.7	90,000 farmers with increased productivity of wheat by 20 percent minimum or percentage proposed	Monthly and Final Reports	Within 5 years of an award.
1.8	4,000 farmers using improved post-harvesting techniques (such as pest control, storage, or processing)	Monthly and Final Reports	Within 3 years of an award.
1.9	15,000 farmers using improved post-harvesting techniques (such as pest control, storage, or processing)	Monthly and Final Reports	Within 5 years of an award.
1.10	Increase total sales within the wheat value chain by at least \$2 million or amount proposed	Monthly and Final Reports	Within 3 years of an award.
1.11	Increase total sales within the wheat value chain by at least \$5 million or amount proposed	Monthly and Final Reports	Within 5 years of an award.
1.12	Provide technical assistance to a total of at least 25 community or commercial level value-added enterprise activities to improve financial returns by 20 percent	Monthly and Final Reports	Within 5 years of an award.

No.	Milestones	Means of Verification sent to COR	Due Date
	minimum or percentage proposed		
CLIN 2: High-Value Crops			
2.1	Baseline completed (together with Baseline from CLINs 1, 3, and 4)	Baseline Report	Information from secondary data 90 calendar days after award, information from primary data and final report at 6 months
2.2	MOUs signed with MAIL, and relevant programs related to approved value chains coordinated with GIROA and other implementation partners	Monthly and Final Reports	Within 6 months of an award
2.3	Three value chain strategies developed to improve farmer productivity and agribusiness profitability developed and coordinated with MAIL and DAILs	Monthly and Final Reports	Within 120 calendar days of the award
2.4	Contractor provides agricultural development services in five districts of Helmand, Kandahar and Zabul and three districts in Uruzgan	Monthly Reports	Within 120 calendar days of an award.
2.5	15,000 farmers with a minimum increase in productivity of 15 percent, or percentage proposed, in each of the respective value chains	Monthly and Final Reports	Within 2.5 years of an award.
2.6	40,000 farmers with a minimum increase in productivity of 35 percent, or percentage proposed, in each of the respective value chains	Monthly and Final Reports	Within 5 years of an award.
2.7	At least 135 farmer organizations with improved management capacity	Monthly and Final Reports	Within 5 years of an award.
2.8	Train 40,000 farmers in improved post-harvest techniques (in terms of pest control, storage, and processing) for with clear explanations of how these activities will improve farm to market linkages in target areas	Monthly and Final Reports	Within 5 years of an award.
2.9	Mentor at least 25 lead farmers within each value chain who serve as an example of good agricultural practices and farm management	Monthly and Final Reports	Within 2.5 years of an award.
2.1	Mentor at least 50 lead farmers	Monthly and	Within 5 years of an award.

No.	Milestones	Means of Verification sent to COR	Due Date
0	within each value chain who serve as an example of good agricultural practices and farm management	Final Reports	
2.1 1	Each lead farmer provides mentoring to at least 10 neighboring farmers to influence land use and/or agricultural practices to improve productivity and linkages to markets	Monthly and Final Reports	Within 5 years of an award.
2.1 2	The increase in total sales with three value chains will be at least USD 25 million or amount proposed	Monthly and Final Reports	Within 2.5 years of an award.
2.1 3	The increase in total sales with three value chains will be at least USD 85 million or amount proposed	Monthly and Final Reports	Within 5 years of an award.
2.1 4	The contractor must increase the management and technical capacity of a total of 60 overall small, medium, and large existing or start-up agribusinesses related to the approved value chains to improve financial returns by 20 percent minimum or percentage proposed	Monthly and Final Reports	Within 5 years of an award.
CLIN 3: Livestock			
3.1	Baseline completed (together with Baseline from CLINs 1, 2, and 4)	Baseline Report	Information from secondary data 90 calendar days after award, information from primary data and final report at 6 months.
3.2	MOUs signed with MAIL, and relevant programs related to approved value chains coordinated with GIRoA and other implementation partners	Monthly Reports	Within 6 months of an award
3.3	One livestock value chain strategy developed to improve farmer productivity and agribusiness profitability developed and coordinated with MAIL and DAILs	Monthly Reports	Within 120 calendar days of an award
3.4	Contractor provide agricultural development services in five districts of Helmand, Kandahar and Zabul and three districts in Uruzgan	Monthly Reports	Within 120 calendar days of an award
3.5	4,000 farmers with a minimum	Monthly and	Within 2.5 years of an award

No.	Milestones	Means of Verification sent to COR	Due Date
	increase in income of 10 percent in the respective value chains	Final Reports	
3.6	8,000 farmers with a minimum increase in income of 20 percent, or percentage proposed, in the respective value chains	Monthly and Final Reports	Within 5 years of an award
3.7	A minimum of 15 percent, or percentage proposed, of beneficiaries of program activities under this component will be women.	Monthly and Final Reports	Within 1 year of an award
3.8	Develop the capacity of at least 60 private and public sector veterinary service providers	Monthly and Final Reports	Within 2 years of an award.
3.9	Develop the capacity of at least 100 private and public sector veterinary service providers	Monthly and Final Reports	Within 5 years of an award.
3.10	Develop and implement a plan to increase the availability and quality of feed/fodder sustainably available for 8,000 livestock farmers	Monthly and Final Reports	Within 5 years of an award.
3.11	Increase total sales within the value chain by at least \$2 million or amount proposed	Monthly and Final Reports	Within 2.5 years of an award.
3.12	Increase total sales within the value chain by at least \$5 million or amount proposed	Monthly and Final Reports	Within 5 years of an award.
3.13	Increase the management and technical capacity of a total of 20 small, medium, and large existing or start-up agribusinesses related to the selected livestock value chain to improve financial returns by 20 percent minimum or percentage proposed	Monthly and Final Reports	Within 5 years of an award.
3.14	At least three local organizations have managerial and technical capacity strengthened such that it has the capacity to pass a USAID pre-award assessment and receive a grant directly from USAID or another donors	Annual Report	Within 3 years of an award.
CLIN 4: Enabling Environment			

No.	Milestones	Means of Verification sent to COR	Due Date
4.1	Provide monthly updates to RADP-Central Contractor	Monthly and Final Reports	Within 5 years of an award.
4.2	Identify and analyze at least 12 obstacles during the life of the program to doing business in southern Afghanistan that might be addressed through adjustment of policies or regulations enacted at the national level. A minimum of 3 of these obstacles will be focused on women's access and participation.	Monthly and Final Reports	Within 2.5 years of an award.
4.3	Identify and analyze at least 30 obstacles during the life of the program to doing business in southern Afghanistan that might be addressed through adjustment of policies or regulations enacted at the national level. A minimum of 8 of these obstacles will be focused on women's access and participation.	Monthly and Final Reports	Within 5 years of an award.
4.4	Roll-out of at least eight new or improved policies, procedures, regulations or administrative procedures at the local level.	Monthly and Final Reports	Within 5 years of an award.
4.5	At least two local organizations have managerial and technical capacity strengthened such that it has the capacity to pass a USAID pre-award assessment and receive a grant directly from USAID or another donors	Annual Report	Within 3 years of an award.
4.6	Support data management, analysis, and distribution to farmers, DAIL, and MAILs through (at a minimum) monthly market and production updates.	Monthly and Final Reports	Within 5 years of an award.

PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth below, will be conducted jointly by the COR and the Contracting Officer, and will form the basis of the Contractor's permanent performance record with regard to this contract.

a) Quality

- Quality and effectiveness of the Contractor's long-term key personnel, other non-key

long-term professionals, and short-term specialists to meet contract deliverables.

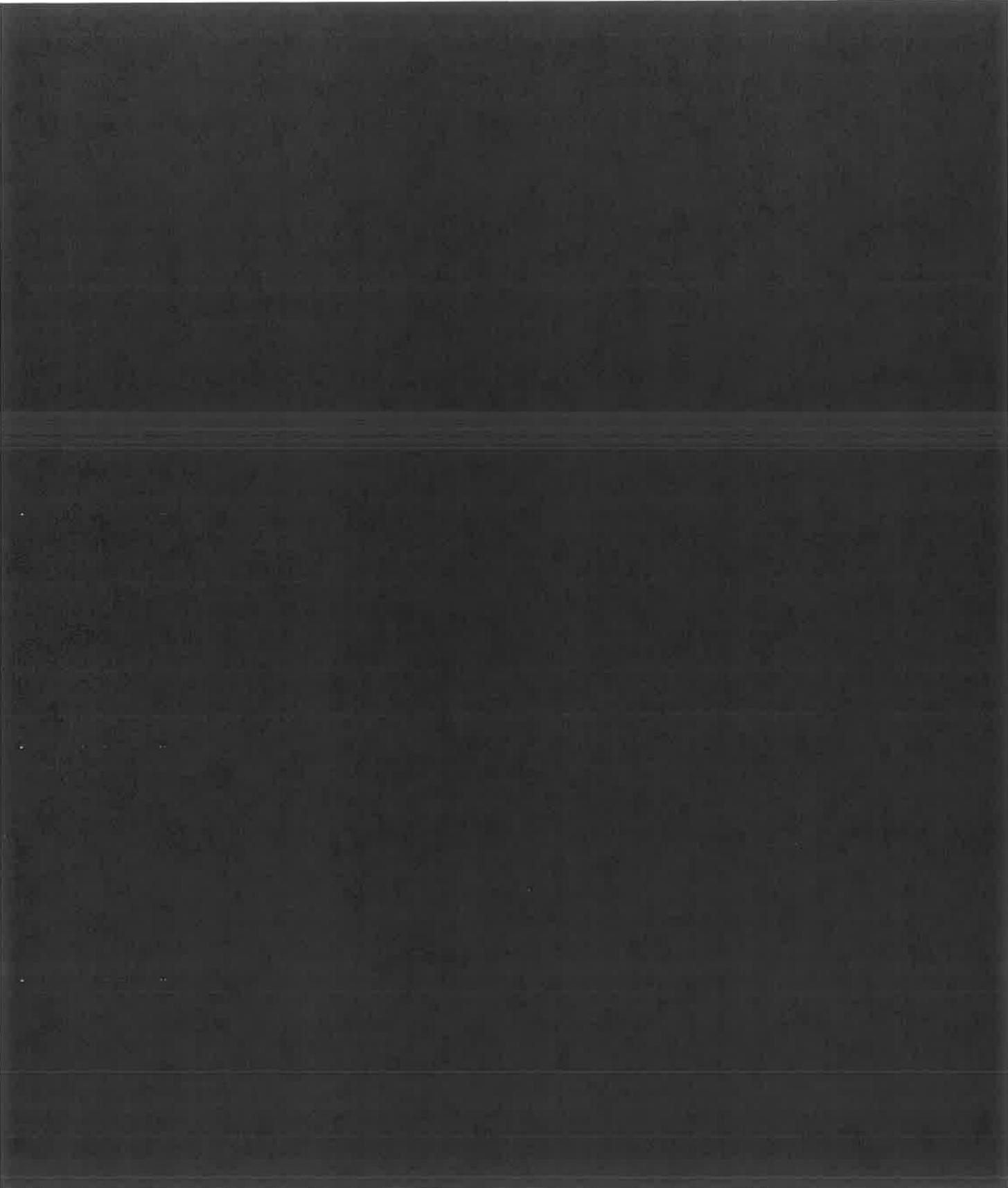
- Demonstration of a viable, AID-effective approach to program activities and deliverables.
- Performance of key personnel.
- Partnership with Afghan stakeholders and USAID.

b) Cost Control/Effectiveness

- Actual costs incurred against the contractor's cost proposal.
- The final budget will be a part of the contract.
- The contractor must report expenditures to USAID against the budget quarterly.
- The COR will randomly check expenditures.

c) Timeliness of Performance

- Ability to set and meet timelines for delivery of all agreed tasks included in the contract.
- Long-term and Short-term technical assistance are identified and fielded in a timely manner.
- Timeliness of documents or reports submitted to USAID.



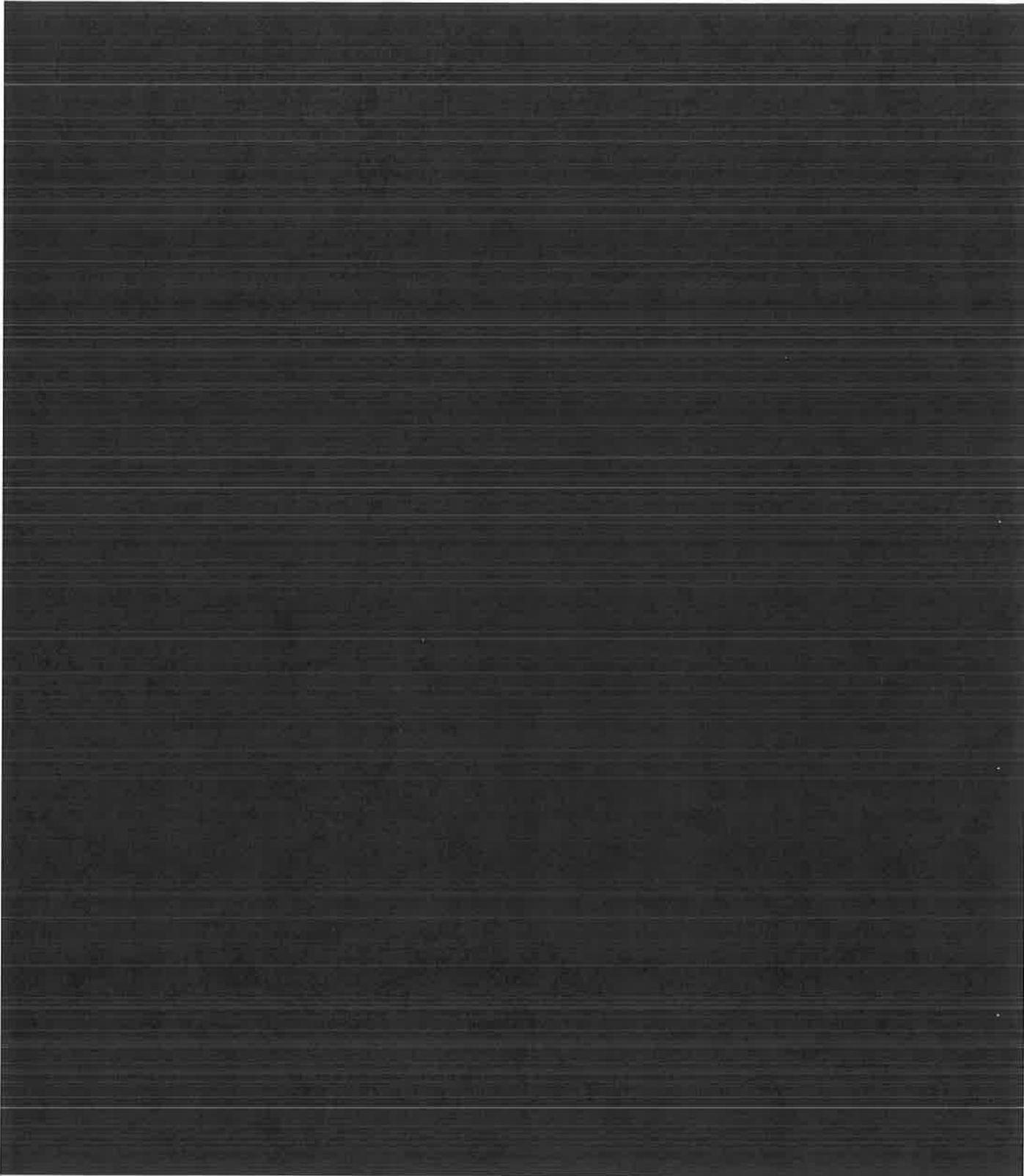


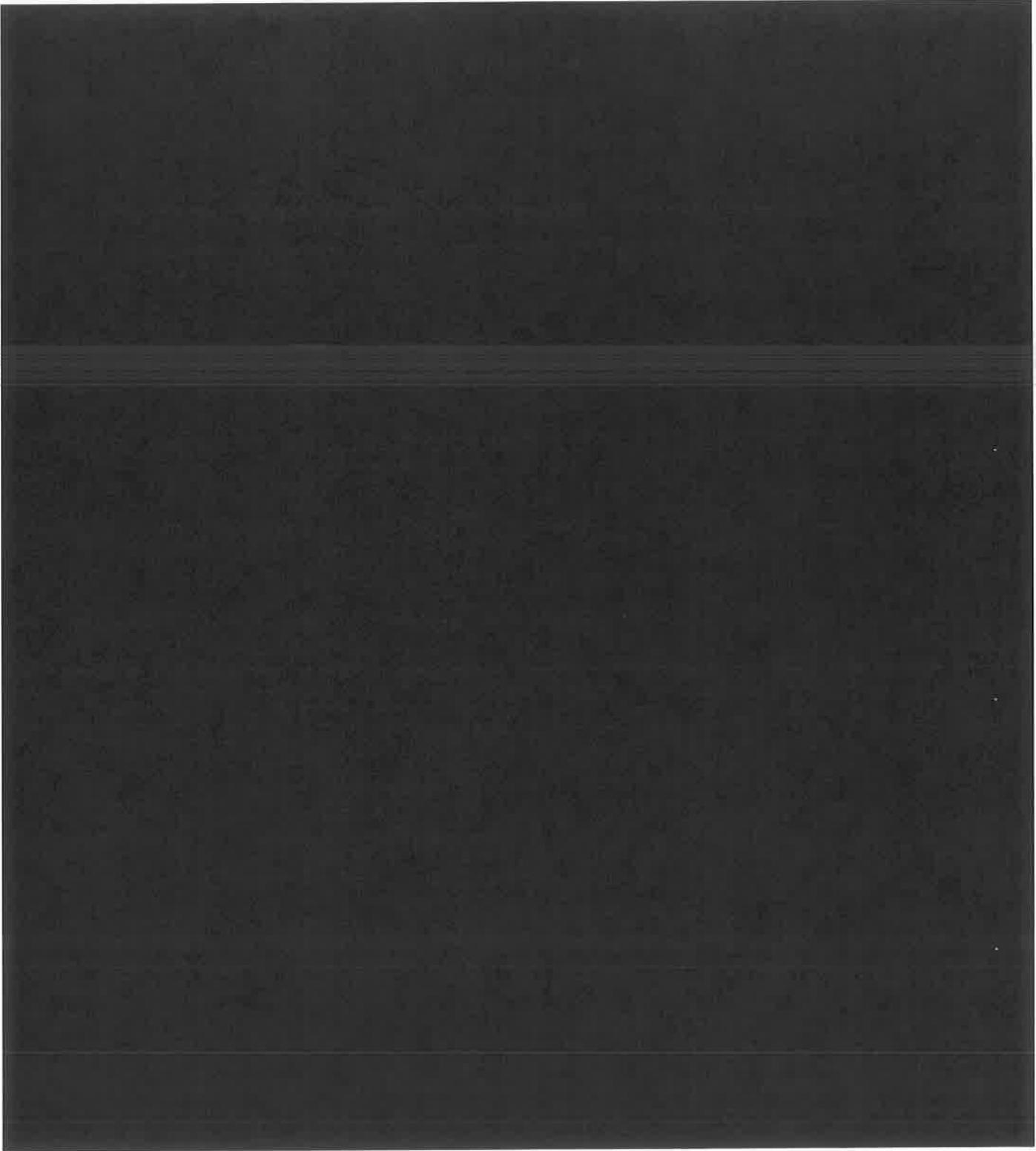
[Redacted]

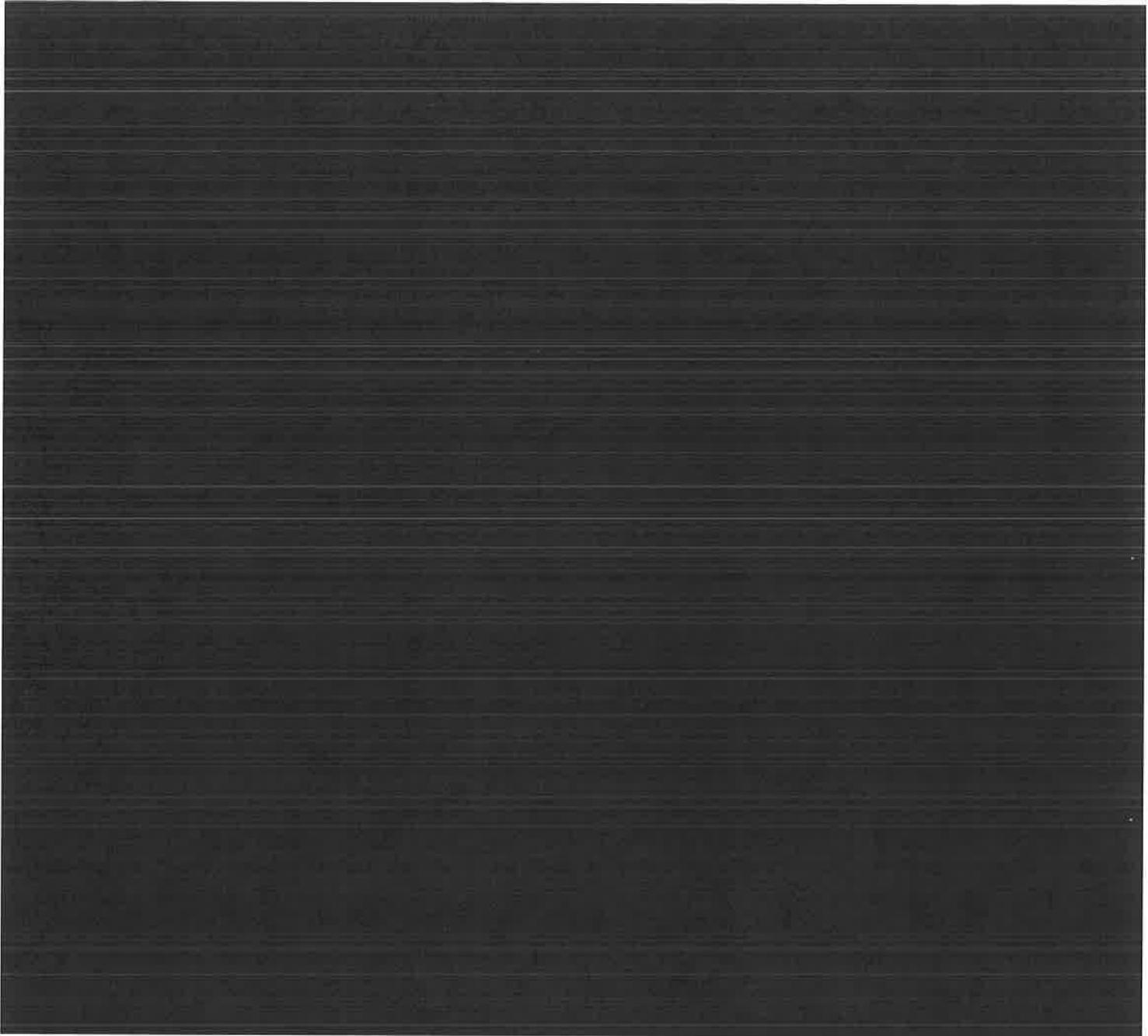
[Redacted]

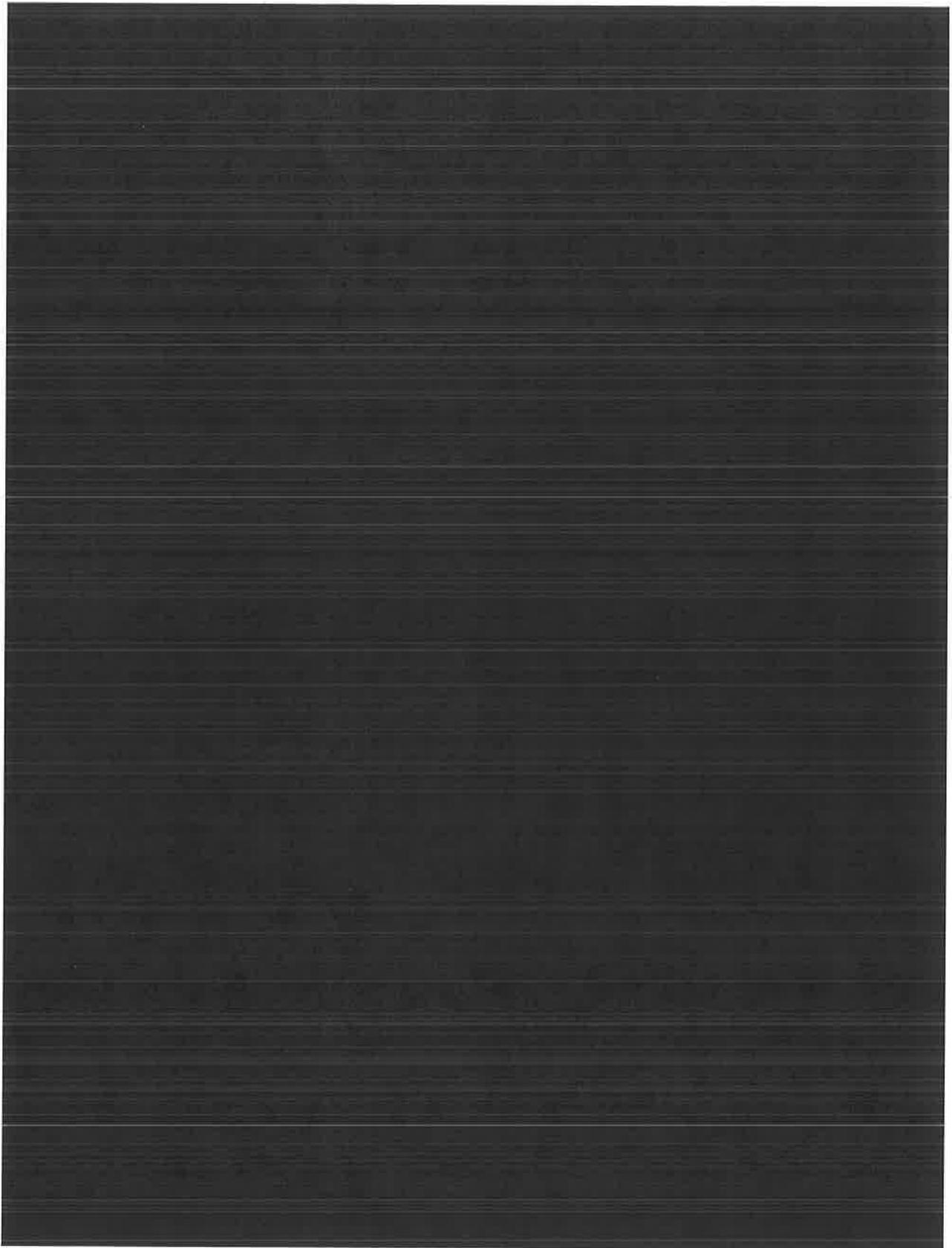
[Redacted]

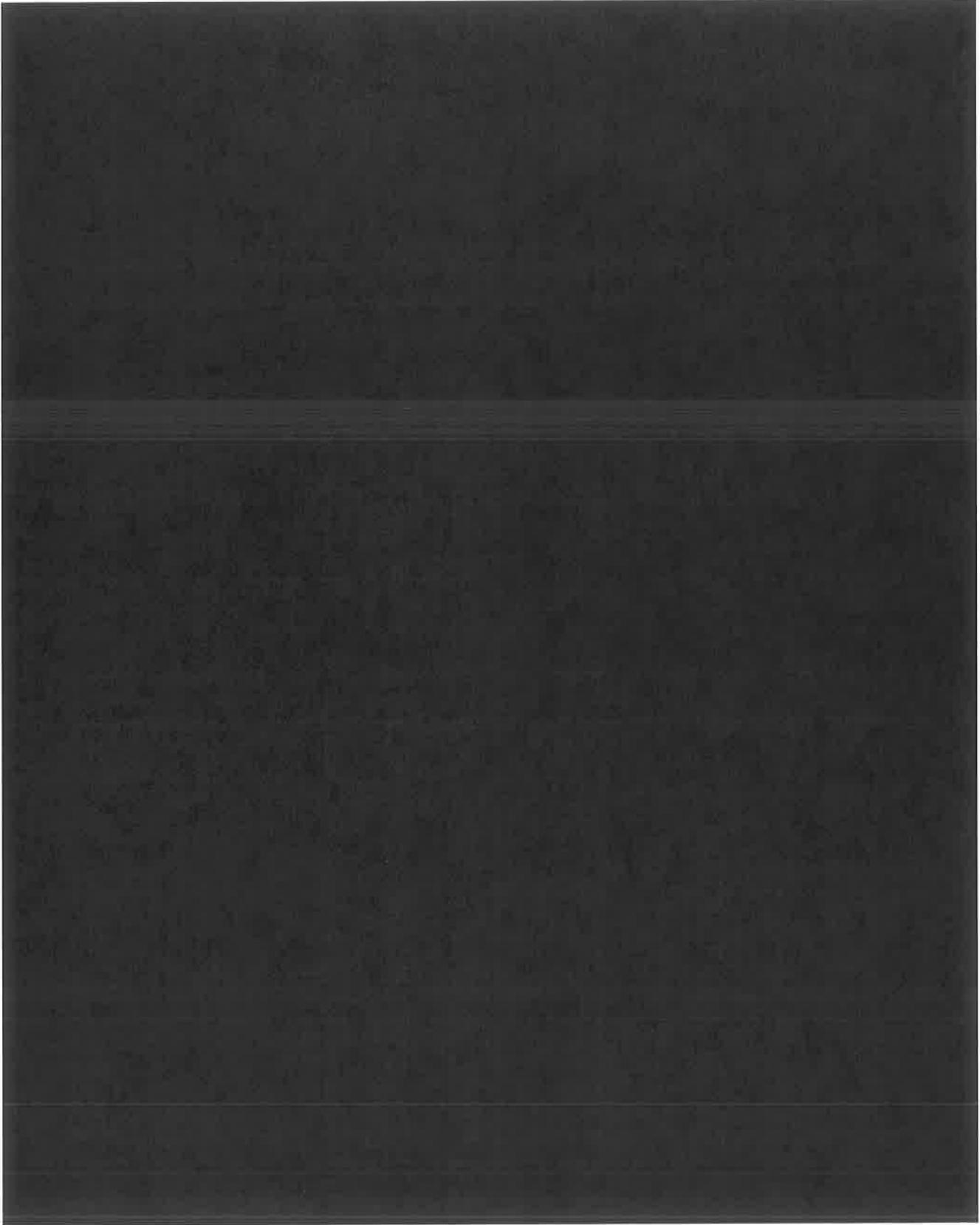
[Redacted]

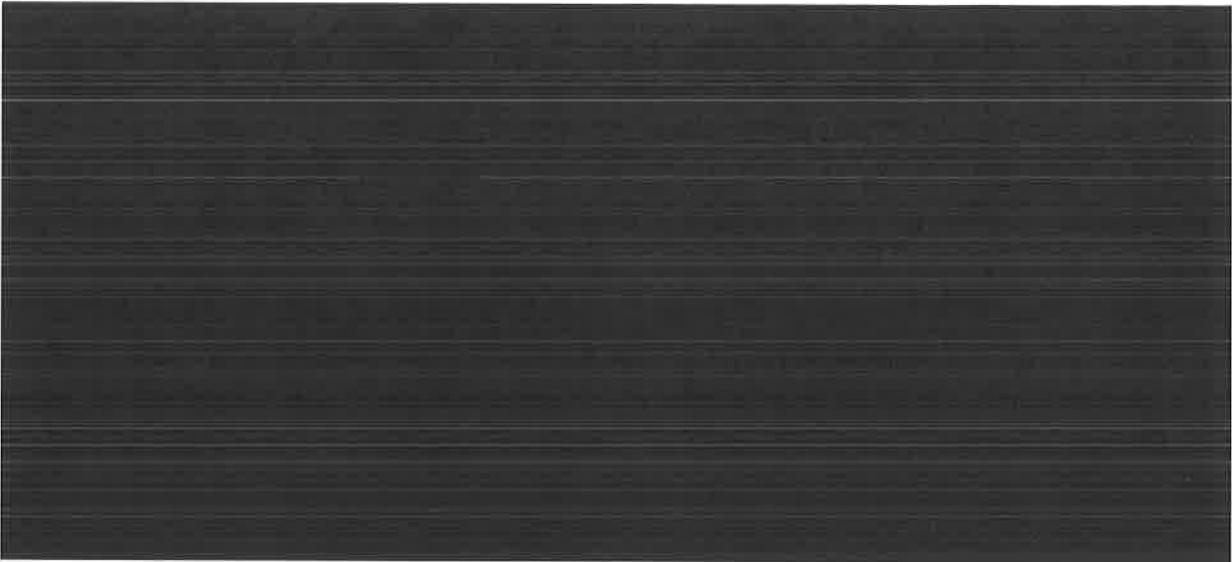


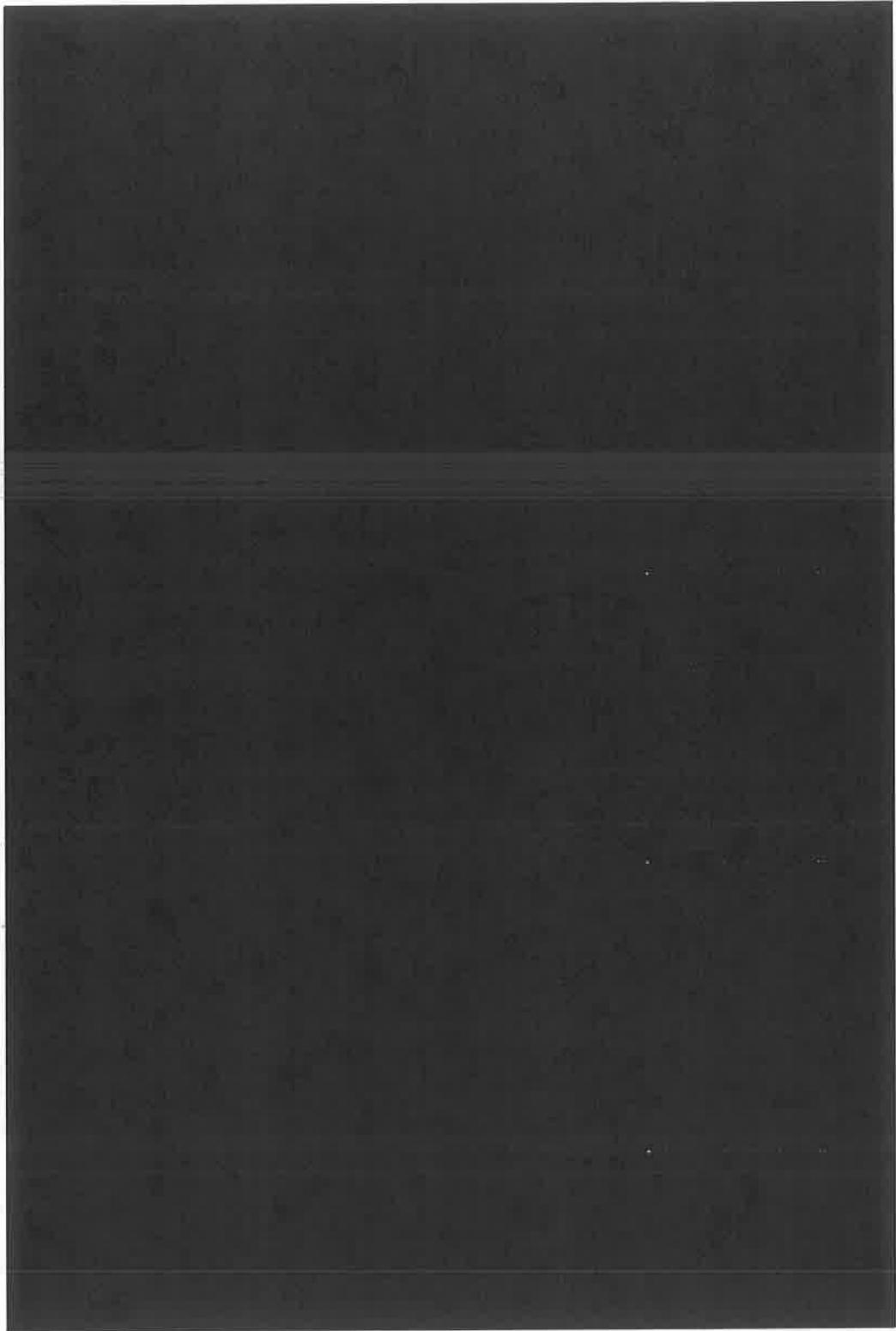


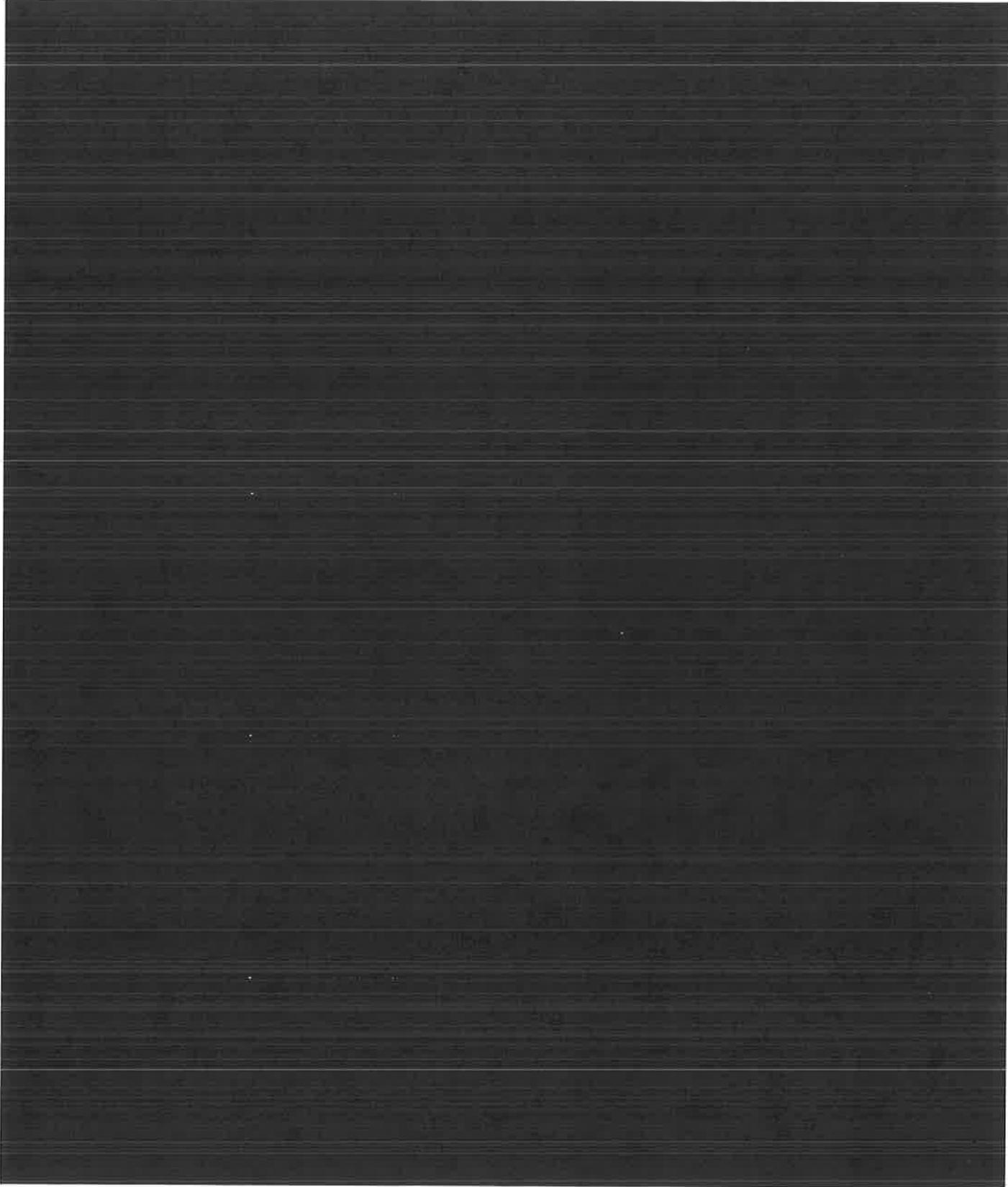


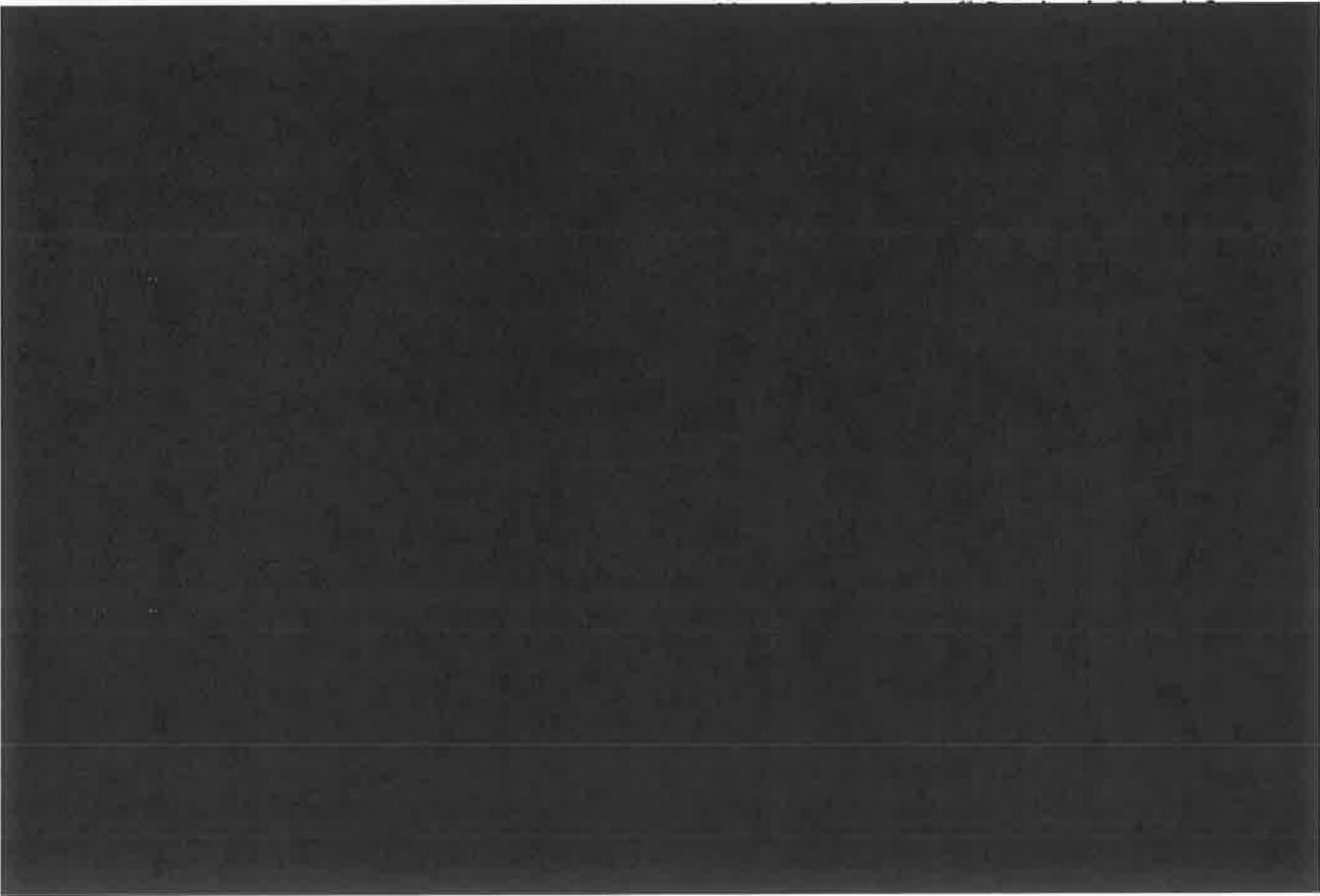
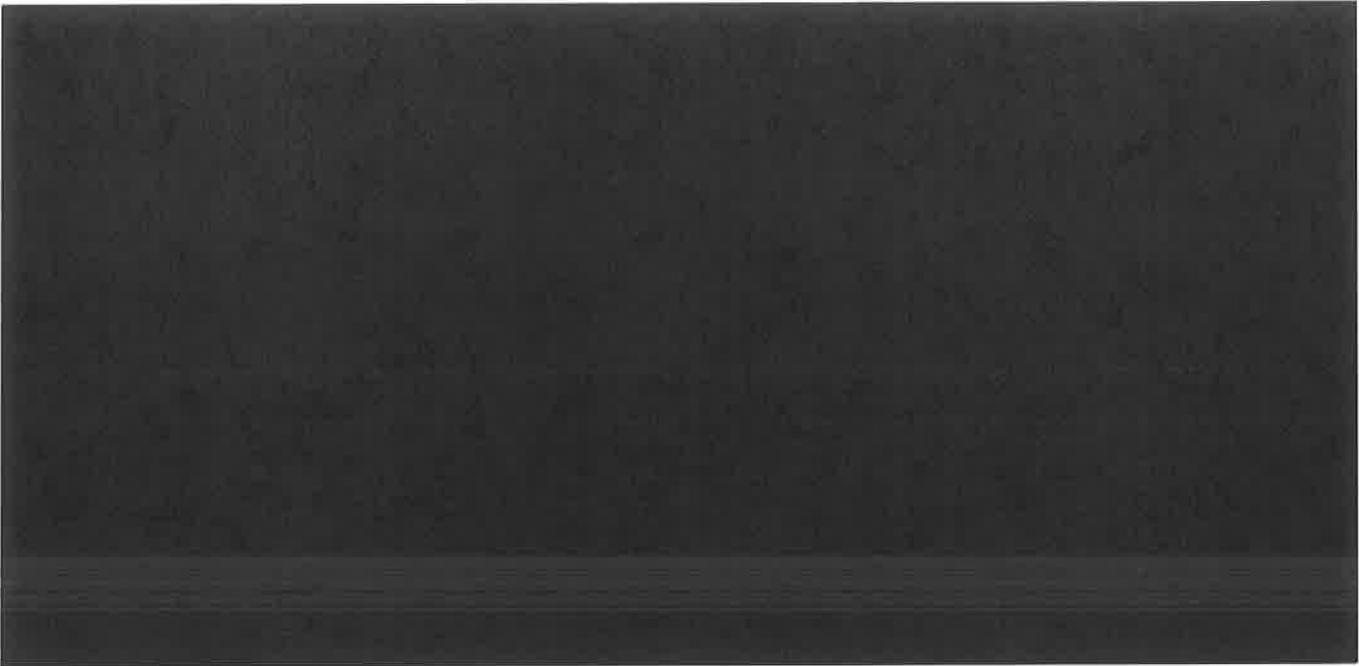










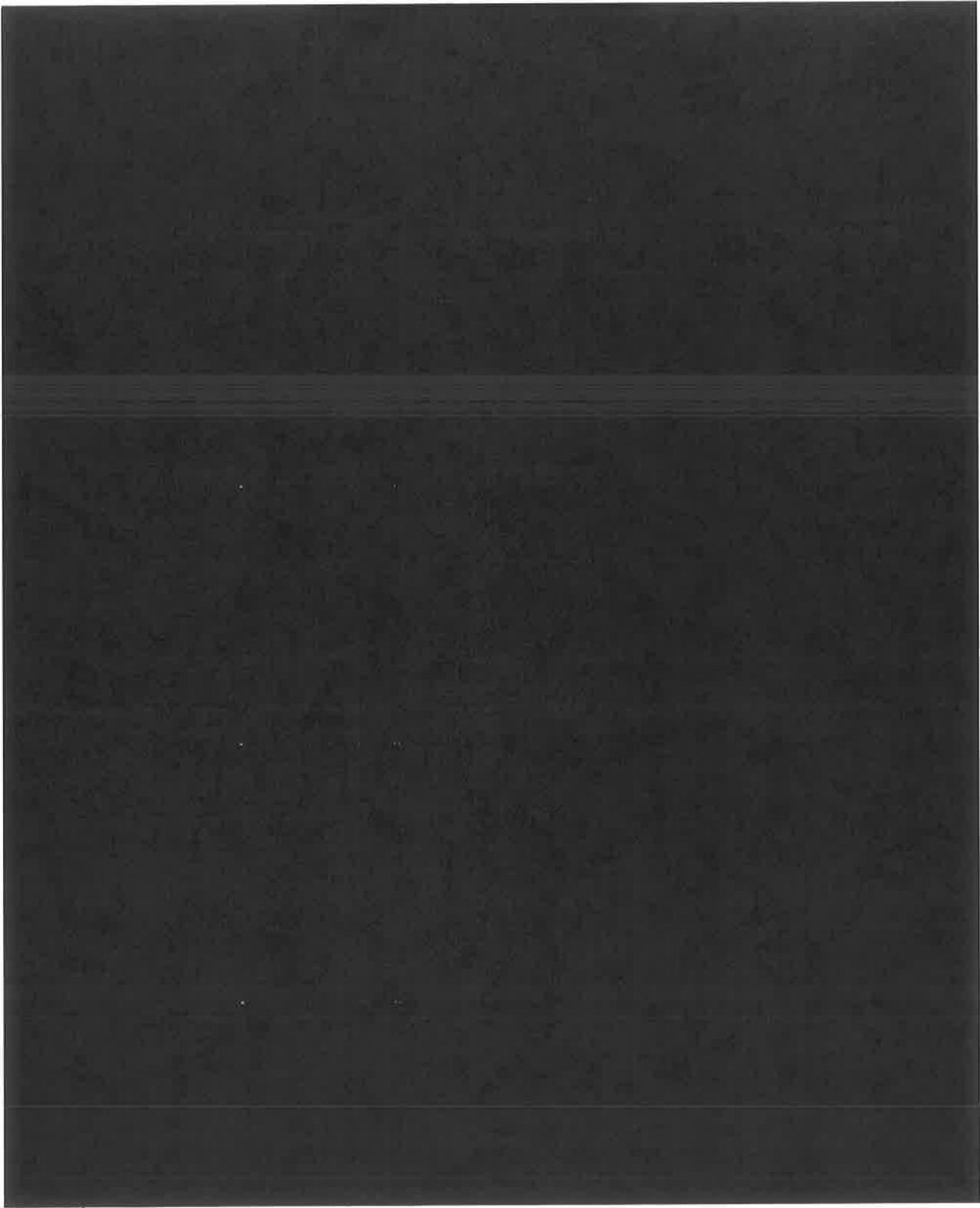


[Redacted]

[Redacted]

[Redacted]

[Redacted]



ATTACHMENT 4 - RADP-S IEE



INITIAL ENVIRONMENTAL EXAMINATION

Office of Afghanistan & Pakistan Affairs (OAPA)

PROGRAM/ACTIVITY DATA

Country Code: 306
Strategic Objective Name: A Thriving Economy Led by the Private Sector
Program Objective: To improve production and productivity for wheat, targeted high value crops, and livestock, resulting in improved food security and livelihoods, as well as economic regeneration and sustainable development for rural Afghans.

Country or Region: Afghanistan
Program Area: 4.5 Agriculture
Program Element: 4.5.2 Agricultural Sector Capacity
Type of Contract/IP: Contract/TBD
Activity Name: Regional Agricultural Development Programs (N,S,SW,W)

Funding Begin: 05/31/2012 (est) **Funding End:** 05/30/2017 (est) **LOP Amount:** \$295,000,000
IEE Prepared by: Stephen Gudz, Senior Agricultural Advisor **Date:** 01/01/12
Reviewed by: Mumtaz A. Ahmadi, MEO, USAID/Afghanistan

IEE Amendment (Y/N): N

ENVIRONMENTAL ACTION RECOMMENDED: (Place X where applicable)

Categorical Exclusion	[X]	Deferral	[]
Positive Determination	[]	Negative Determination	[]
Negative Determination With Conditions	[X]	Exemption	[]

SUMMARY OF FINDINGS:

I. Background

Three decades of conflict in Afghanistan have caused agricultural production to decline 3.5 percent annually between 1978 and 2004. Institutional capacities are improving, but remain weak while significant investment occurred in transportation, security, communication, and complementary investment in irrigation infrastructure is required to help farmers and

agribusinesses take advantage of these developments. Significant drought and environmental degradation through deforestation and overgrazing of rangelands have reduced productivity of crops and livestock and require improved resource management. Inadequate commercial financing limits farm and agribusiness growth and technical assistance is required to improve the credit worthiness of prospective borrowers. High levels of population growth and a weak land-titling system has led to the fragmentation and inadequate clarity of land tenure. A dearth of adequately trained agricultural staff contributes to poor agricultural yields and dependence on subsistence agriculture. The ability to find solutions to these challenges will determine future agricultural and economic growth and stability of Afghanistan.

The objective of the Regional Agricultural Development Program (RADP) is to increase production and productivity for wheat, targeted high value crops, and livestock, resulting in improved food security and livelihoods, as well as economic regeneration and sustainable development for rural Afghans. The program will comprise regional programs operating in the South, Southwest, West and North over five years through four separate contracts, with a budget of \$295 million. The sustainable agricultural development program also will support the strengthening of licit economies to fuel economic growth, provide alternatives to poppy cultivation, and help stabilize insecure areas. The respective regional programs will take advantage of previous donor-funded programs and the improving infrastructure within economic growth corridors to develop profitable agricultural value chains through increasing the productivity of farmers, strengthening agribusinesses and supporting an improved enabling environment.

Activities

RADP is designed to draw on past and current program lessons learned and best practices, as well as farm community assets such as farmer associations, existing private sector entities, and ongoing relationships and capacity building efforts of Provincial-level Departments of Agriculture, Irrigation and Livestock (DAIL). Lessons learned from previous, similar projects, i.e., ASAP, CHAMP, ACE, IDEA-NEW, will be applied carefully during the project implementation. Best practices, such as environmentally sound designs, proper application of fertilizers, seeds, and pesticides will be followed in consultation with the Mission Environment Officer (MEO), keeping in mind host-country environmental regulations and laws.

The RADP will address challenges to development of the agriculture sector in Afghanistan through the following:

- Provision of improved technology and cultivation practices to increase wheat productivity and food security and free additional resources for production of high value crops;
- Demonstration of more effective cultivation and post-harvest handling techniques to increase production and quality of high-value crops for domestic and export;
- Support and training for private sector entities to increase their capacity to add value to raw crops and increase economic value of agricultural products; and
- Inclusion of rapid-response programming mechanisms to maintain flexibility in changing implementation environments.

Expected Results

Activities under each component of the program will be designed to meet the following goals:

- Increased agricultural sector productivity in target regions;
- Increased commercial viability of small and medium farms and agri-businesses;
- Improved economic stability in targeted, insecure areas;
- Support for counter-narcotic objectives through the development and sustainment of Afghan led programs seeking to reduce poppy cultivation;
- Substitution of imported commodities and increased regional exports;
- Increased food security in targeted farmer households and communities; and
- Improved delivery of agriculture-related public services at the sub-national levels.

An underlying goal of all of the above is to increase economic growth and create employment. The final Performance Management Plan (PMP) will be finalized with each of the respective contracted partners within the first 90 days of the respective contract.

Purpose of the IEE

This IEE is the first prepared for the proposed activities of RADP. In the event circumstances or activities change, an amendment to the approved IEE will be prepared.

Socio-Environmental Situation

Afghanistan is located in Central Asia, north and west of Pakistan, and east of Iran. Afghanistan's economy has improved significantly since the fall of the Taliban regime in 2001 largely because of the infusion of international assistance, the recovery of the agricultural sector, and service-sector growth. Despite the progress of the past few years, Afghanistan is extremely poor, and highly dependent on foreign aid, agriculture, and trade with neighboring countries. Much of the population continues to suffer from shortages of housing, clean water, electricity, medical care, and jobs. Insecurity and the Afghan government's inability to extend rule of law to all parts of the country pose challenges to future economic growth.

Degradation of the environment and depletion of natural resources also are significant, including visual consequences of the long period of instability, such as depletion of forest cover by 66.5 percent in the south-eastern part of the country over the last 30 years. Wood still is the main source of energy for over 90 percent of households (Afghanistan Statistical Yearbook, 2007). The Afghan government, the United States, and international donors are committed to improving access to basic necessities by prioritizing infrastructure development, education, housing development, jobs programs, and economic reform. Reconstruction projects include national and provincial road construction, water management studies and alternative power initiatives, such as micro-hydro power stations (USACE-AED 2007).

In June 2009 NEPA issued the first Afghanistan list of the protected species which included 46 species. Afghanistan is a party of International agreements for Biodiversity, Climate Change, Desertification, Endangered Species, Environmental Modification, Marine Dumping, Ozone Layer Depletion. The country also signed the agreement for Hazardous Waste, is still not ratified.

Institutional and Regulatory Framework

Several legal and institutional reforms underway over the last several years have direct implications for the management of water to optimize Afghanistan's agricultural development.

Regulatory Framework

Most critically, a new Water Law was promulgated in 2009 that lays out a model for managing the nation's water resources following the principles of Integrated Water Resources Management (IWRM). The law calls for a nested governance structure for water resources decision-making, including participatory models of community-based management through Water User Associations (WUAs) and Irrigation Associations (IAs), operating within a decision-making framework of River Basin Authorities (RBAs) and River Basin Councils (RBCs) formed in the five major river basins and 41 sub-basins of the country. It sets out requirements for sustainable water allocation and use, and establishes sanctions and penalties for noncompliance.

Perhaps most important, the law defines the roles and responsibilities for Ministries regarding water management as discussed below, which have significant and direct implications for agricultural water use. To operationalize the numerous principles and requirements expressed in these laws, specific regulations are under development by the Ministry of Energy and Water (MEW), and are expected to be reviewed and approved during 2011. In addition, draft procedures for WUAs and IAs have already been submitted to the Supreme Council on Water for review and adoption. The Ministry of Agriculture, Irrigation and Livestock (MAIL) also is expected to start drafting specific regulations for the 2009 water law in the near future.

The Forests Law, under direct authority of MAIL, makes specific references to water resources in defining its purpose, particularly as it relates to protecting ecosystem services provided by forested upper watersheds, including limiting soil erosion, and regulation of surface water and groundwater quality and quantity, and even makes reference to 'irrigated and non-irrigated' forests in its classification of forest types. The Law does not, however, provide any specific details or requirements regarding either the management of water resources in and around forests including for tree crop production, or specific watershed protection measures.

Finally, each of the above legal reforms calls for creating local community-based governance structures of some kind, for example Forestry Associations or Natural Resources Management Associations. It is not clear, however, how each of these entities will be linked to and work with the water-related local governance units called for in the Water Law, i.e., IAs and WUAs, much less sub-basin and RBAs/RBCs.

NEPA is the lead regulatory environmental agency for Afghanistan. In the area of water-resources management, NEPA is responsible for the protection and control of surface water pollution and for the monitoring of surface water quality in cooperation with MAIL, MEW, Ministry of Urban Development (MUD), Ministry of Rural Rehabilitation and Development (MRRD), Ministry of Public Health (MPH), and Ministry of Mines (MOM). With respect to agricultural surface water, the references to water pollution control cited in the law pertain largely to point sources of contamination and do not specifically refer to the non-point source pollution normally associated with agricultural activity, either agrochemical or sediment. That being said, to fulfill inter-institutional coordination, the Committee for Environmental Coordination was created, with a sub-national committee in each province.

In accordance with provisions of the 2007 Environmental law, the National Environmental Protection Agency (NEPA) issued the Environmental Impact Assessment Regulations. At the regional/local level, as mentioned above, a structure of multiple scales of governance based at the river basin, sub-basin, and micro-catchment/community level is proposed. Some donors have been working with GIROA for several years to lay the groundwork for a decentralized governance regime based on these hydrologic boundaries (even prior to passage of the Water Law). It remains theoretical at this juncture, in part awaiting the finalization and approval of the detailed regulatory regime.

II. Evaluation of Project/program Issues with Respect to Potential Environmental and Social Impact

Types of activities in the above-mentioned situations are farm community and private sector level training and provision of inputs to improve cultivation and value added practices. Some activities qualify for *Categorical Exclusion*, as per 22 CFR 216.2 (c)(2), which states that certain classes of actions are not subject to an Initial Environmental Examination. Technical assistance and training programs, workshops and meetings, and document and information transfers are included in the list of actions not subject to 22 CFR 216.3 because they do not have a direct effect on the natural or physical environment. As such, where appropriate the implementing awardee will be responsible for internal management of the environmental document and shall include a file which states that a designated activity met the definition for Categorical Exclusion.

Other activities in the RADP scope qualify for a *Negative Determination with Conditions*. These include acquiring commodities and agricultural inputs, improving small and medium scale irrigation systems, limited support for equipment purchase and use, training for more effective processing, and livestock management and monitoring activities. These activities are subject to mitigation and monitoring conditions set forth below. Pursuant to 22 CFR 216.3 (a)(2), this IEE will be forwarded to the BEO.

III. Proposed Activities and Recommended Threshold Decisions & Mitigation Actions (Including Monitoring and Mitigation Measures).

Table 1: Threshold Determinations

Activities	Effects on natural or physical environment	Recommended Threshold Determination
<p>1. All Program activities that do not effect the natural or physical environment. This includes: technical assistance, participant training, except to the extent such programs include activities directly affecting the environment (such as construction of facilities, assistance in use of crop protection products, etc.), consultations, document</p>	<p>No effect</p>	<p><i>Categorical Exclusion</i>, no actions required</p>

<p>transfers and information dissemination, analysis, and workshops.</p> <p>Specifically, this might include:</p> <ul style="list-style-type: none"> • Farmer and farmer group training at farmer field schools; • Farmer-to farmer visits to share good practices; • Preparation of farmer and agribusiness needs assessments, action plans, and reports; • Provision of consulting and extension services for farmers and agribusinesses; • Training and support for Ministry of Agriculture, Irrigation and Livestock (MAIL) counterparts at the regional and provincial level; • Improve small to medium business practices and competitiveness for agricultural sector business; • Promotion of gender equality to account for gender roles and relationships; • Gender analysis to guide Program implementation and integration of women throughout agricultural value chains; and • Sharing of market information; • Linking farmers and enterprises to markets; and • Public education. 		
<p>2. All activities for which no significant adverse effects are expected, no special mitigation measures are needed, or activities are implemented with conditions:</p> <ul style="list-style-type: none"> • Procurement of equipment, commodities, and materials for implementing program activities. 	<p>Insignificant effect</p>	<p><i>Negative Determination with Conditions:</i></p> <p>The Implementer is required to ensure that equipment, commodities (also see ADS 312), and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and/or</p>

		<p>international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of when applicable at the end of their useful life in a manner consistent with Afghanistan laws, best management practices according to USG, European Union or equivalent standards.</p>
<p>3. Small-scale activities, technical assistance and procurement of services and commodities that normally do not have a significant effect on the environment, such as, for example:</p> <ul style="list-style-type: none"> • Technical advice and support for rehabilitation and management of small scale irrigation systems and on-farm water management demonstration plots (for small scale farmers generally managing one to three hectares); • Perennial tree crop management utilizing irrigation (for small scale farmers generally managing one to three hectares); • Support for mechanized cultivation (for small scale farmers generally managing two to ten hectares); • Matching grants or links to finance mechanisms for purchase of required equipment for cultivation, processing, or marketing of crops to encourage value chain development; and • Procurement of agricultural inputs (Seeds, seedling, and other plant materials, fertilizer, pesticides), equipment and machinery, technologies, materials, services that may have a potential for hazardous environmental impact. 	<p>Potential for minor to moderate adverse environmental effects of one or more activities</p>	<p>a) Negative Determination with Conditions: Environmental Due Diligence (EDD) will be required to identify environmental background and potential effects. For site specific activities, Environmental Mitigation and Monitoring Plans (EMMP) will be required to confirm / not confirm a potentially significant adverse effect. If confirmed, the IEE shall be amended to recommend a positive determination. Such a positive threshold decision will trigger commencement of the EA Process and an Environmental Assessment (EA) shall be conducted by the Implementer prior to start of activities. Details for required steps are provided below in the “Recommended Action.”</p> <p>b) Negative Determination with Conditions that an existing valid approved Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP) is reviewed, and amended when warranted by the Implementer, and approved by the Bureau Environment Officer (BEO)/OAPA. Genetically Modified Organisms (GMOs) will not be introduced. Any</p>

		<p>non-native species will be introduced in strict adherence to Ministry of Agriculture, Irrigation and Livestock protocols following established biosafety and non-native analysis. In no cases will funding be used to purchase ammonium nitrate and calcium ammonium.</p>
--	--	--

Recommended Action: *Categorical Exclusion* (approximately 80 percent of funding). Pursuant to 22 CFR 216.2(c)(3), the “core” program activities under all Program’s components (*Section I of Table 1*), which include technical assistance, participant training, information dissemination, and other similar environmentally neutral actions, consist of types of interventions entirely within the categories listed in paragraph (c) (2), “Categorical Exclusions,” of Section 216.2, “Applicability of Procedures,” of Title 22 CFR Part 216, “AID Environmental Procedures,” and, therefore, are excluded categorically from any further environmental review requirements. The originator of the proposed action has further determined the proposed activities are fully within the following classes of actions:

- Education, technical assistance, or training programs except to the extent such program includes activities directly affecting the environment (such as construction of facilities, etc.) 22 CFR 216.2(c)(2)(i);
- Analyses, studies, academic or research workshops and meetings 22 CFR 216.2(c)(2)(iii);
- Document and information transfers 22 CFR 216.2(c)(2)(v); and
- Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.) 22 CFR 216.2(c)(2)(xiv).

Recommended Action: *Negative Determination with Conditions* (approximately 10 percent of all funding) for activities for which no significant adverse effects are expected and no special mitigation measures are needed. (*Section II of Table 1*). These activities include the procurement of computers and other electric and electronic equipment, and materials (under all components). The Implementer should provide evidence that the equipment and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of when applicable at the end of their useful lives in manners consistent with best management practices, according to USG, European Union or equivalent standards.

Recommended Action: *Negative Determination with Conditions* (approximately 10 percent of all funding) applies for activities that have a potential for an adverse impact on the natural or physical environment. The originator of the action has determined that pursuant to 22 CFR

216.2(d)(2), rehabilitation of small irrigation facilities may have the potential for minor adverse environmental impacts. For this activity, the Implementer will complete an Environmental Due Diligence (EDD) checklist review to document existing environmental concerns. Foreseeable environmental effects resulting from the activity will require development of an Environmental Mitigation and Monitoring Plan (EMMP). This EDD and EMMP will then be approved by the Contracting Officer's Technical Representative (COTR) and MEO, in consultation with the Regional Environmental Officer (REO) for Office of Afghanistan and Pakistan Affairs (OAPA), and will be adapted to a specific site before the activity implementation as described in Section "Implementer Procedures". The Standard Conditions List in *Annex 1* of this IEE, as well as other guidelines discussed below, may be used as a guide in developing EMMP.

If the EDD results in a finding in which significant adverse effects are confirmed, an environmental assessment (EA) will be conducted. This assessment will include the following steps: 1) SOW for Scoping should be approved by the BEO/OAPA; 2) public consultation should take place at Scoping; 3) the Scoping Statement may result in (a) confirming potentially significant adverse environmental and social impacts and, thus, the SS shall have a SOW for the EA and must be approved by the BEO/OAPA; or in finding (b) no potentially significant adverse environmental and social impacts are expected, in which case, the Positive Threshold Decision would be reversed and an EMMP prepared; 4) the draft EA report is prepared if required and public consultation is conducted, 5) EA Report with EMMP must be approved by the BEO/OAPA.

In addition, a valid existing PERSUAP will be reviewed and amended, if warranted, for any activity involving assistance in the procurement or use of pesticides, including crop protection trainings. Note activities affected may not go forward until the PERSUAP is prepared by a BEO/OAPA approved professional and approved by the BEO/OAPA. In no cases will funding be used to purchase ammonium nitrate and calcium ammonium.

Conditions

In addition to the procedures detailed above, the Implementer will do the following:

1. The implementing partner will screen all sub-projects using an environmental review system approved by USAID/Afghanistan and contained in Annex 1. The environmental review form shall include the following: a) description of proposed activities to be funded, b) potential negative environmental impacts of proposed activities, c) identification of specific mitigation measures to address each potential environmental impact, and d) a plan to monitor the implementation of mitigation measures adjustments to avoid negative environmental impacts.
2. The implementing partner shall avoid using equipments and inputs that generate significant waste streams, consume significant energy and water resources, or otherwise directly affect the environment.
3. The implementing partner shall provide training to its staff on best management practices.

4. Community sub-projects will be identified in consultation with local community development councils (CDC), District Development Assemblies (DDAs) and/or other village Shuras/councils.
5. Emphasis will be placed on providing opportunities for both men and women “gender equity.”
6. All activities will be implemented in accordance with best practice guidance provided in the Asia environmental guidelines at www.usaid.gov/our_work/environment/compliance/anc/guidelines.htm; Environmental Guidelines for Small Scale Activities in Africa, 2nd edition as provided at <http://www.encapafrika.org>; IFC *Environmental, Health and Safety Guidelines* as provided at: <http://www.ifc.org/ifcext/sustainability.nsf/Content/EnvironmentalGuidelines> and World Bank *1999 Pollution Prevention and Abatement Handbook* as provided at http://www-wds.worldbank.org/external/default/main?pagePK=64193027&piPK=64187937&theSitePK=523679&menuPK=64187510&searchMenuPK=64187283&siteName=WDS&entityID=000094946_99040905052283; EBRD Sub-sectoral Environmental and Social Guidelines (<http://www.ebrd.com/about/policies/enviro/sectoral/>); ADB Environmental Guidelines (<http://www.adb.org/Water/CFWS/Roadmap-Sectoral-Guidelines.pdf>); World Bank Environmental Assessment Handbook and Updates (<http://web.worldbank.org/WBSITE/EXTERNAL/TOPICS/ENVIRONMENT/EXTENVASS/0,,contentMDK:20282864~pagePK:148956~piPK:216618~theSitePK:407988,00.html>)
7. The implementing partner will have adequate funds to implement any environmental mitigation and monitoring measures necessary.
8. The implementing partner will include environment compliance considerations into all aspects of the project implementation and will promote and train local counterparts on environmental requirements and standards across all of the project’s activities; such proposed activities will be included in annual work plans, and results will be reported in annual reports.

Resource Allocation, Training and Reporting requirements

The contract with the Implementer shall require compliance with all conditions of this IEE. The implementer shall be responsible for training its staff, subcontractors, and counterparts on the contract’s environmental requirements and for ensuring their compliance with these requirements.

The Implementer shall have sufficient permanent staff with expertise in environmental compliance to implement and report on the expected scope of environmental compliance work. The Implementer shall document, using photos, schemes and maps, the status of environmental (and social) conditions on site and in the area of influence prior to, during and after implementation of projects and activities. This evidence also may be used for providing USAID with lessons learned and best practice.

The Mission will provide for environmental training for the Implementer(s) by the REO and/or the USAID/Afghanistan MEO prior to the start of the activity implementation.

The Implementer shall have the following documentation and reporting requirements associated with the environmental compliance:

- Annual Work Plans shall have a section on the planned activities related to environmental compliance.
- EMMP, EA, and EDD reports, as described above, will be developed by the Implementer and approved by USAID prior to the launch of each activity having a potential adverse impact on physical and natural environment.
- Progress Reports will have a section on the status of activities related to environmental compliance and results, including project summaries along with environmental impacts, success or failure of mitigation measures being implemented, results of environmental monitoring, and any major modifications/revisions to the project.
- The Implementer's annual report shall include an annex containing a table indicating the status of mitigation measures and monitoring results, when applicable.
- Final Report will have a section summarizing program activities related to environmental compliance and will describe results, including information on any positive or negative environmental effects of program activities.
- Site specific Mitigation and Monitoring Reports will be submitted to USAID at the completion of each relevant activity at every affected project site, and not on an annual basis. Reporting will include photographic documentation and site visit reports which fully document that all proposed mitigation procedures were followed throughout implementation of the subject work including quantification of mitigation. All such reports and documentation will be submitted to the COTR and MEO.

Limitations of the IEE

This IEE does not cover activities involving the following:

- Activities involving support to wood-processing, agro-processing, industrial enterprises, and regulatory permitting. The EA will be reviewed and approved by the Bureau Environmental Officer prior to start of activities.
- Assistance, procurement or use of genetically modified organisms (GMOs) will require preparation of biosafety assessment (review) in accordance with ADS 201.3.12.2(b) in an amendment to the IEE approved by OAPA BEO.
- DCA or GDA programs.
- Procurement or use of Asbestos Containing Materials (ACM) (e.g., piping, roofing), PCB-containing transformers, or other hazardous materials for construction projects.

Any of these actions would require an amendment to the IEE duly approved by the BEO/OAPA.

Revisions

Pursuant to 22 CFR 216.3(a)(9), if new information becomes available indicating activities to be funded by the Project might be "major" and the Program's effect "significant," this determination will be reviewed and revised by the originator of the project and submitted to the Asia Bureau

Environmental Officer for approval and, if appropriate, an environmental assessment will be prepared.

Annex 1: Standard Conditions for Small-Scale Construction

(May be used as one of the guidance documents to develop site specific Mitigation and Monitoring Plan, i.e., M&M Plan)

Small-scale construction activities occur in association with a wide variety of development projects financed by USAID. Construction activities include demolition, site clearing, soil grading, leveling and compaction; excavation; pipe and equipment installation; and the erection of physical structures. These activities have the potential to result in significant adverse environmental impacts but most of those impacts can be mitigated to acceptable levels through the use of good construction management practices.

These standard conditions have been developed by USAID's Europe and Eurasia Bureau to ensure small-scale construction activities do not result in significant adverse environmental impact. When adherence to these conditions is required as a condition of small-scale construction contracts, no significant adverse environmental impact is presumed to result from activity implementation. Project officers, COTR, Mission Environmental Officers, Contract Officers and implementing organizations must, nonetheless, be aware that these standard conditions are generic and additional potentially significant adverse environmental impacts may be associated with small-scale construction activities. *It is the responsibility of the individual USAID missions, and their implementing contractors and grantees, to monitor construction, to ensure significant adverse environmental impacts do not result from these programs.*

For the purposes of this guidance, "small-scale" construction activities are defined here as those that cost less than \$100,000 per construction project. Given the exceptionally diverse physical conditions under which Bureau construction activities take place and the very broad kinds of construction, the following standard conditions are to be followed "as practicable and appropriate."

Standard Conditions for Small-Scale Construction Projects:

- Establish and adhere to construction timetables that minimize disruption to the normal activities of the construction area.
- Coordinate truck and other construction activity to minimize noise, traffic disruption and dust.
- Develop and implement appropriate human health and worker safety measures during construction.
- Post construction timetables and traffic diversion schedules at the project site.
- Where significant environmental impacts may occur, document and photograph pre-construction and post-construction conditions.
- Avoid subsidence and building stabilization problems through proper foundation excavation, fill placement and borrow-pit management.
- Fill should avoid pockets of segregated materials, should use well-graded materials, and should be compacted to recognized standards.
- Backfill and/or restore borrow areas and quarries before abandonment, unless alternative uses for those sites are planned.
- Control runoff into borrow pits.
- Provide temporary sanitation at the construction site.
- Recover and replant topsoil and plants as practicable.

- Set protocols for vehicle maintenance to control contamination by grease, oil and fuels.
- Install temporary erosion control and sediment retention measures when permanent ones either are not feasible or are delayed.
- Avoid pollution of waterways with stockpiled construction materials.
- Cover stockpiled construction materials, as practicable.
- Place solvents, lubricants, oils, and other semi-hazardous and hazardous liquids over a lined area with appropriate secondary containment to contain spillage. Test the integrity of bulk storage tanks and drums, and secure valves on oil and fuel supplies.
- Build appropriate containment structures around bulk storage tanks and materials stores to prevent spillage entering watercourses.
- Handle, store, use and process branded materials in accordance with manufacturer's instructions and recommendations.
- Take waste materials to appropriate, designated local disposal areas.
- Avoid the use of cement; paper; board; sealant and glazing formulations; piping; roofing material; or other materials containing asbestos.
- Do not use PCBs in electric transformers.
- Avoid sealant and glazing formulations that use lead as a drying agent.
- Use lead-free paint, primers, varnishes and stains.
- Minimize the use of solvent-based paints, or replace with water-based materials.
- Minimize burning of waste materials.
- Employ techniques to minimize dust and vapor emissions as practicable, e.g., road speed limits, air extraction equipment, scaffolding covers, road spray.
- Recycle wastewater to the extent practicable.
- Build tanks or other separators for silt-laden material prior to allowing significant outflow into watercourses.
- Build collection channels leading to oil and silt traps, particularly around areas used for vehicle washing or fuelling.
- Seal or remove abandoned drains to minimize water contamination.
- Segregate waste which can be salvaged, re-used or recycled.
- Introduce measures to control and minimize the volume of waste on site.
- Employ sensitive strategies with regard to trees, watercourses, plant or animal species or habitats, and important historical and archaeological features.
- As practicable, landscape construction sites appropriate by local conditions.
- Minimize the disturbance of, and reduce the spread of, ground contaminants.
- Do not build structures in sensitive areas, such as wetlands.
- If waste will be buried on site, avoid siting burial pits up-gradient from drinking water sources such as wells. Pits should be lined with impermeable material, e.g., clay or polyethylene.
- If waste will be buried on site, avoid siting waste pits where water tables are high or underlying geology makes contamination of groundwater likely. If no alternative site is available, ensure that pits are lined with impermeable material.
- Provide for the safe disposal of gray water from bathing and washing.

Additional Conditions to Minimize Impact of Parking Facility Construction

- Compact substrate materials appropriately.
- Where applicable, apply sealant at earliest possible time to limit runoff from unsealed asphalt.
- Provide adequate drainage for the surface area to be paved.
- Return unpaved areas to original or improved contours following construction.
- Re-vegetate areas where vegetation was removed or destroyed during construction.
- Provide vegetation strips within parking lot where possible, including shade trees.
- Retain tree(s) along parking facility and adjacent roadsides.

ATTACHMENT 5 - RADP-S THEMES & CONSIDERATIONS

RADP THEMES

Farmer Productivity and Production. While positive developments have been achieved in the agricultural sector over the last decade, productivity levels lag significantly behind neighboring countries and even those historically achieved in Afghanistan. Technical assistance and promotion of highly productive and efficient techniques to benefit farm communities increase access to inputs, improve productivity, and strengthen post-harvest handling practices will be a major focus of RADP. Development of high quality, sustainable Afghan public and private extension networks will be critical for farmers.

Gender. Women play a major role in the agricultural sector, yet they have very limited control over household resources or decision making. Incorporating women into USAID agricultural programs has been a challenge. Activities that include and benefit women will to be integrated in a substantial and sustainable manner throughout the operations of the program. Planned activities with stakeholders and beneficiaries will be carefully tailored to maximize the possible benefit to women. Opportunities to collaborate with MAIL's Directorate of Home Economics and DAIL extension activities at the field level will be included. Creative approaches must be used to engage women and ensure they directly benefit from the activities implemented under this program. Past activities have been substantially insufficient.

Women will comprise at least 15 percent or more of beneficiaries and the contractor must integrate gender considerations into all program components and activities. The work plan, objectives, results, indicators, staffing and budget will demonstrate commitment to ensure equitable inclusion of Afghan women in program activities and indicate specific results to be achieved. Where possible and appropriate, innovative technologies must be used to reach women with program activities.

Agribusiness. Efficiency of transportation and access to markets has improved in the South due to the infrastructure investment. The provinces of Helmand, Kandahar, and Zabul enjoy a favored position with the best road and air access, proximity to international trade routes, greatest population density driving strong local demand, and highest production of agricultural products. Even with these improvements, agribusinesses face obstacles to increasing profitability and competitiveness. The contractor must demonstrate how proposed activities will improve access of farmers to price information. Agribusiness and rudimentary post harvest value-added processing is centered in Kandahar City, serving as a large population center with good road access to domestic markets. Past interventions have focused on processing, sorting, grading, and packaging and such interventions will continue with increasing emphasis on market linkages. Opportunities exist to increase the capacity of processing units to compete in domestic markets to substitute imports.

The leadership capacity and dynamism of existing and new grower organizations will be strengthened. Agricultural cooperatives and other forms of farmer organizations have been established throughout the Southern region. Most members of associations and cooperatives have very basic levels of understanding about the benefits and dynamics of working together for agribusiness purposes. The contractor must build capacities of farmer organization membership and leadership and increase linkages to agribusinesses.

Alternative Development. Poppy production, which is a high return activity, competes with the production and marketing of other crops. Kandahar is second only to Helmand in the amount of poppy produced. Opportunities to expand high-value crops must be evaluated. The contractor must apply a multifaceted understanding to alternative licit crops which considers factors such as geography, crop budget comparisons, financing, cropping patterns, socio-economic standing, cost-benefit and risk analysis and operational security. Additionally, creative alternative solutions to encourage licit production over illicit production linked to public information campaigns and other GIRoA initiatives are encouraged.

The contractor must align program activities with Ministry of Counter-narcotics activities, such as the proposed Food Zones, when possible and appropriate.

CROSS CUTTING CONSIDERATIONS

Cross cutting considerations are those that have widespread impacts across multiple geographies.

Irrigation and On-Farm Water Management. Irrigation and on-farm water management is one the most oft cited interventions recommended for the South, however, the type of intervention will be critical. Projects focused on rehabilitating each canal, drain and other infrastructure in the South would quickly exhaust the resources of this program, distort markets, and leave little reason for communities to continue traditional practices of cleaning these canals and drains themselves. Focus on management, with in-kind and cash contributions by users, will be a more cost-effective intervention.

Water management approaches utilizing traditional mirabs (a community leader in charge of managing local irrigation resources), water user associations, or other community based engagements already exists. Interventions that deviate from those currently employed will likely encounter social or political resistance. Furthermore, the South is hardly uniform in its irrigation systems. The needs of those within a formal canal irrigation system differ from those in a more informal and/or river irrigated area, which in turn will vary from those relying predominately on well pumped water in more outlying areas.

On-farm water management allows for another opportunity to increase agricultural productivity. Flood irrigation on unlevelled ground, drip irrigation, a diverse array of more efficient on-farm water management technologies and practices can be introduced. Sustainability, cost effectiveness, and cultural appropriateness shall influence recommended interventions. Those practices and technologies most likely to be widely adopted without subsidized resource contributions will be viewed preferably compared to theoretically superior solutions with little track record of success in southern Afghanistan.

Agribusiness; Agribusiness and rudimentary post harvest value added processing is centered in Kandahar city which enjoys a large population center with good road access to domestic markets. Reaching international markets via the Pakistani port of Karachi remains highly problematic. Nevertheless a number of shortcomings create inefficiencies in processing and trade of agricultural goods. Unreliable and expensive electricity is still a concern, lack of cold storage facilities hinders fresh exports, and weak government public service infrastructure hinders the operating environment. Past interventions have focused on processing, sorting, grading, and packaging for example; however, these are most efficient if there is some form of market segregation which rewards business with higher prices for superior products.

Credit. Access to credit is informal and inefficient. When questioned, farmers and private entities noted no difficulties in accessing loans; however, use of the formal banking system is uncommon. If unable to secure a loan through an informal network, setting up an informal “mortgage” for owned land for a set period of time (typically 1-2 years) is often the solution to access cash. During that time, some earned income from the land is forfeited and at the end of the agreed period the mortgage is stopped. Where possible, working with USAID’s ACE and FAIDA programs to expand access to credit in the region and also expand farmer education about and understanding of credit opportunities is expected through this program.

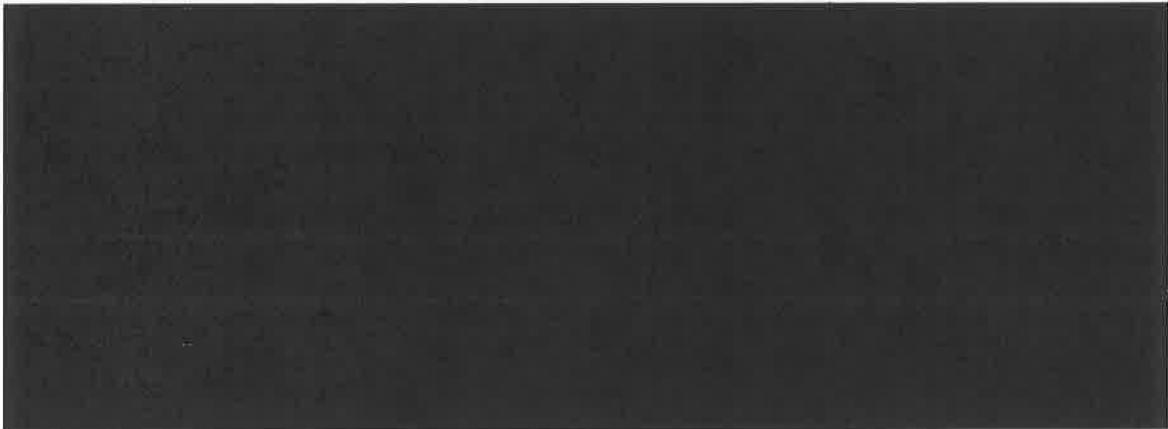
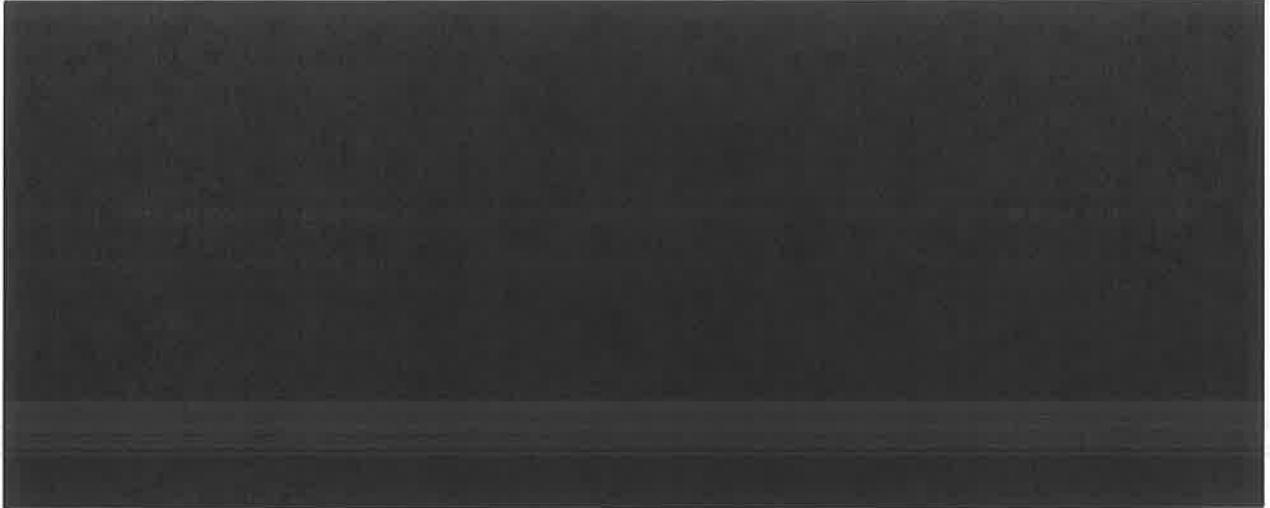
Gender Women are culturally and economically disadvantaged in Afghanistan, and the South may be one of the most difficult places to affect gender equality. Traditionally women’s involvement in agricultural work might best be described as “behind the wall” – activities such as threshing, drying, milking, poultry, and kitchen garden activities. Even when women’s domestic production forms the main income of the household, they rarely control the marketing of these products, which is most often managed by male relatives or middlemen. Therefore, a nuanced understanding and assessment of the role of women and opportunities for engaging them in agricultural sector program activities is required. Creative approaches to engaging women and ensuring they directly benefit from some of the activities implemented under this program are also required.

Local Administration. Increasing the capacity for public sector service delivery through the Departments of Agriculture, Irrigation and Livestock (DAILs) in the region – particularly in difficult and insecure areas of the region – is a goal of the program. Increasing DAIL capacity to design and manage project activities, manage budgets, and communicate effectively with central MAIL offices is required. Increasing the capacity of public extension services, in coordination with private and donor supported systems will be important to attaining long-run benefits. Linkages must be forged with USAID’s Afghan Agricultural Research Extension Development Project (AGRED). A very large percentage of southern farmers have yet to have a positive interaction with a Provincial DAIL extension agent. This decreases confidence in the Afghan government and also presents a missed opportunity to improve farming practices.



USAID RADP – South

A. USAID Branding Strategy



B. Branding Implementation Plan

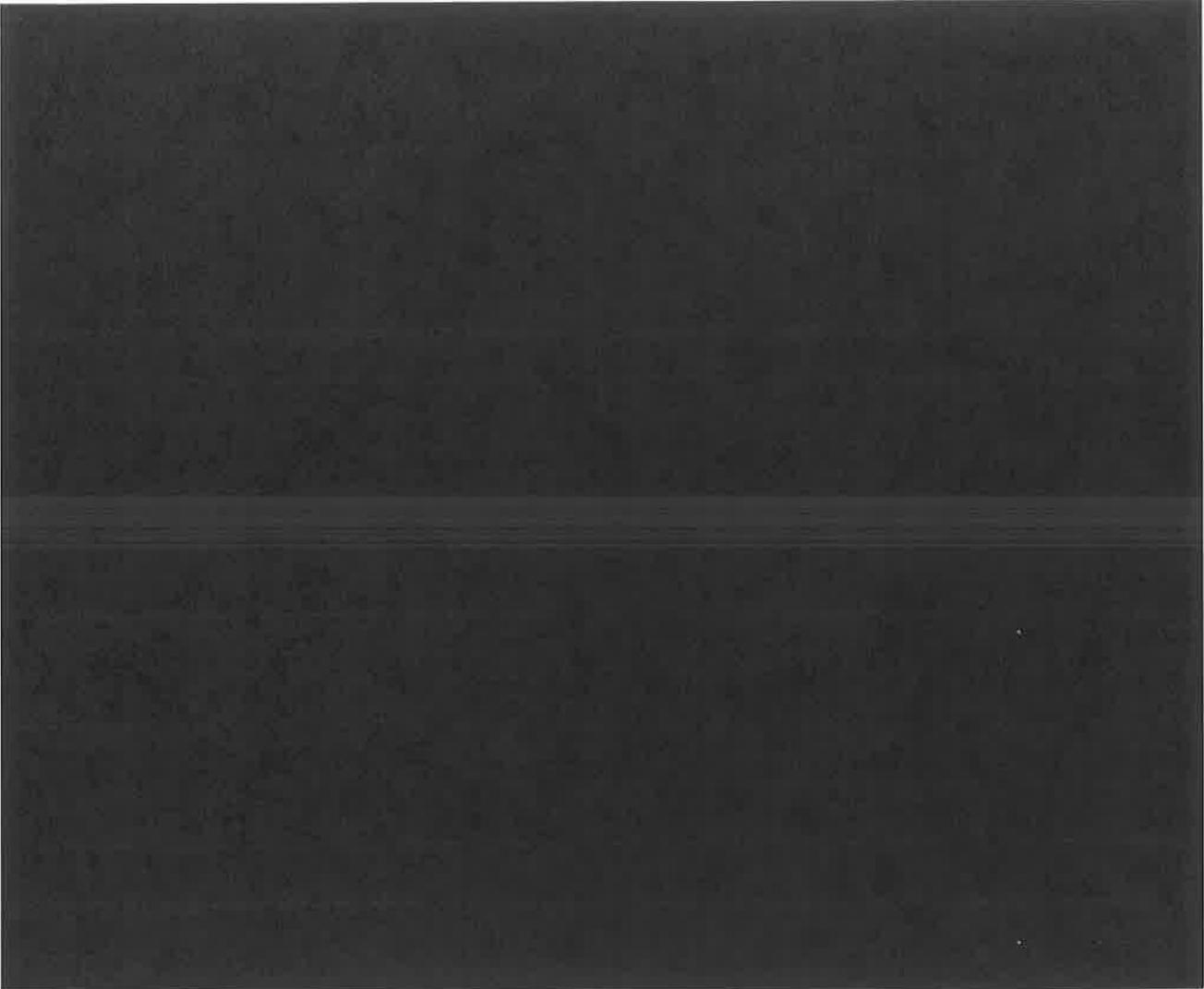


[Redacted]

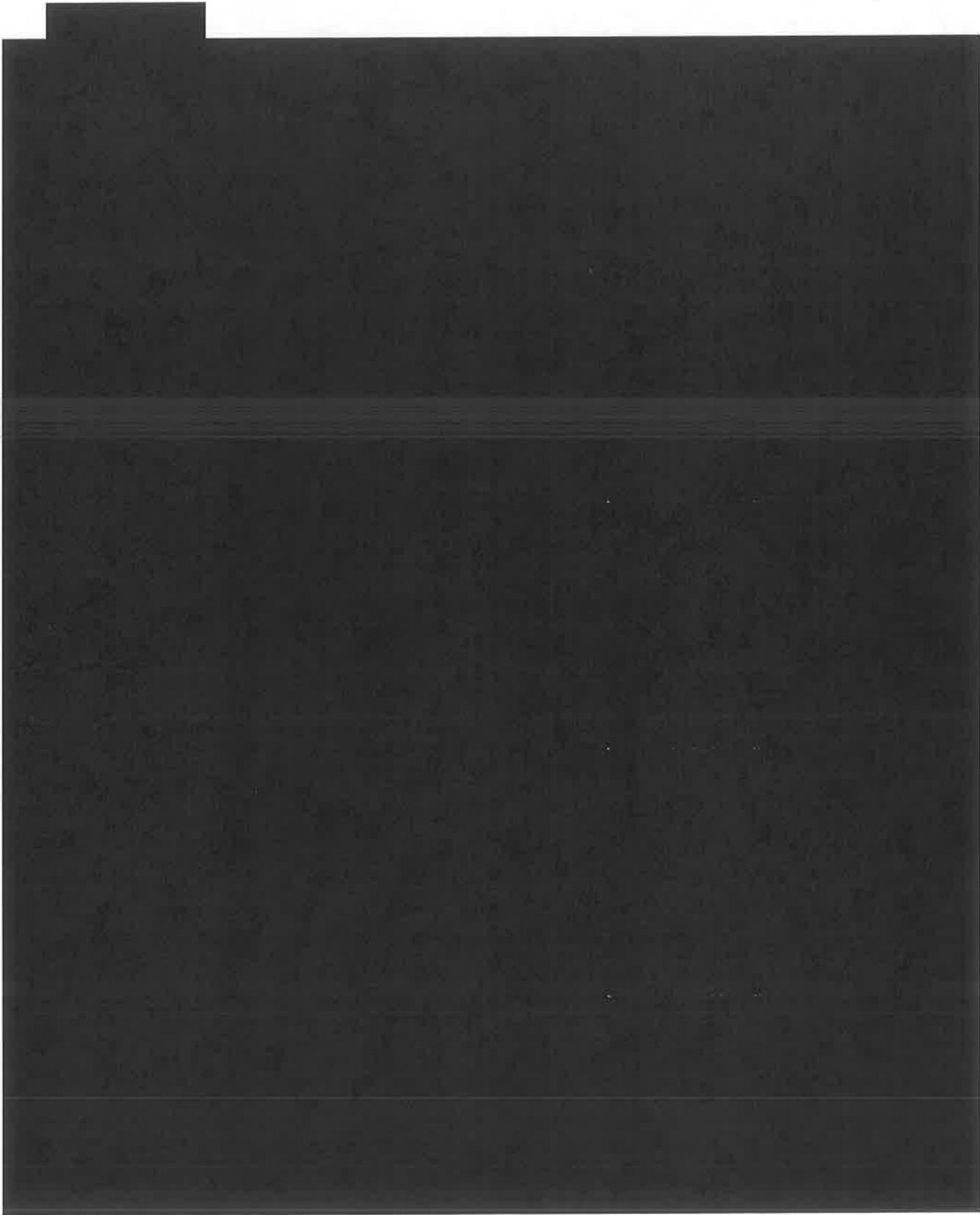
[Redacted]

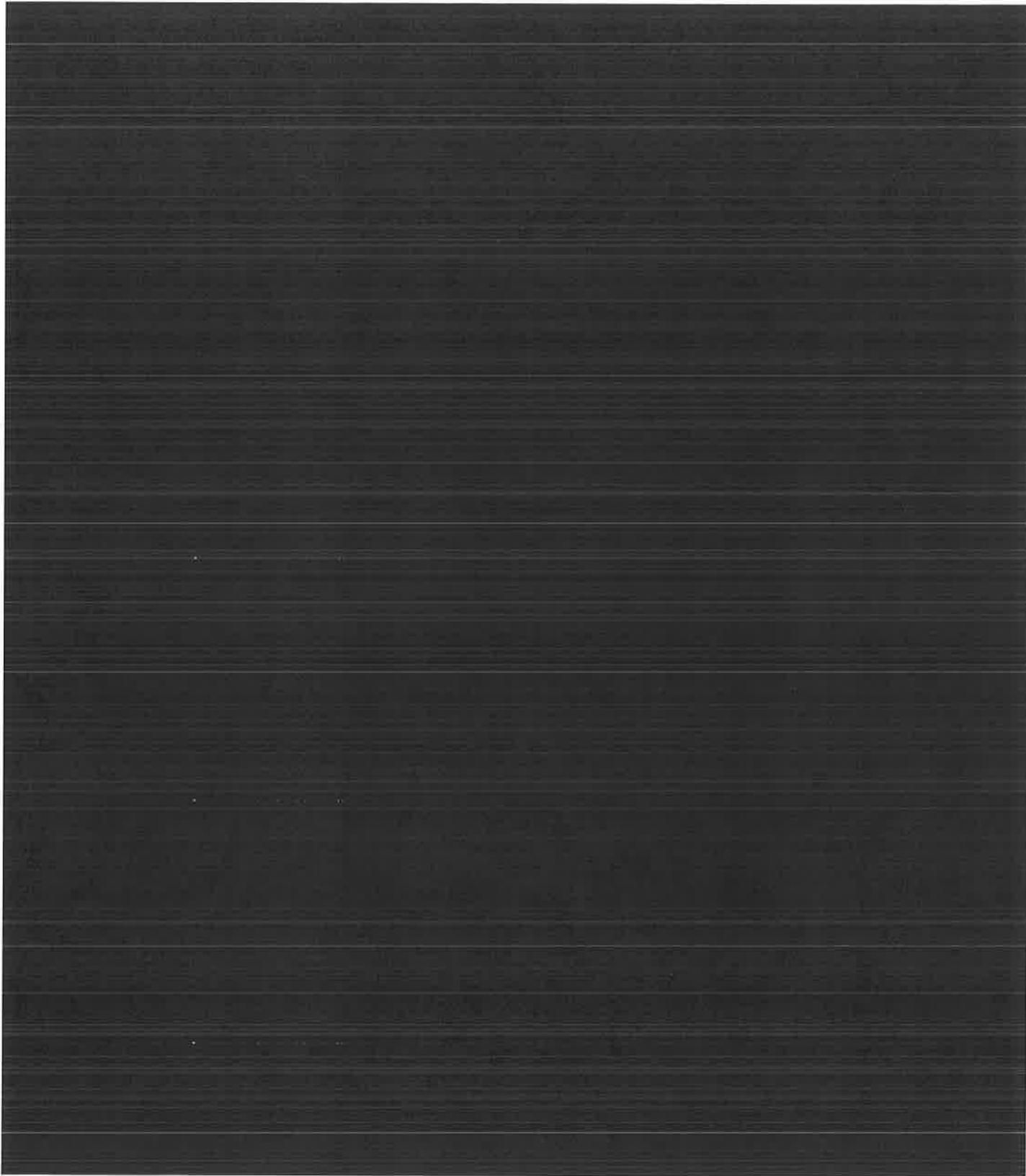
[Redacted]

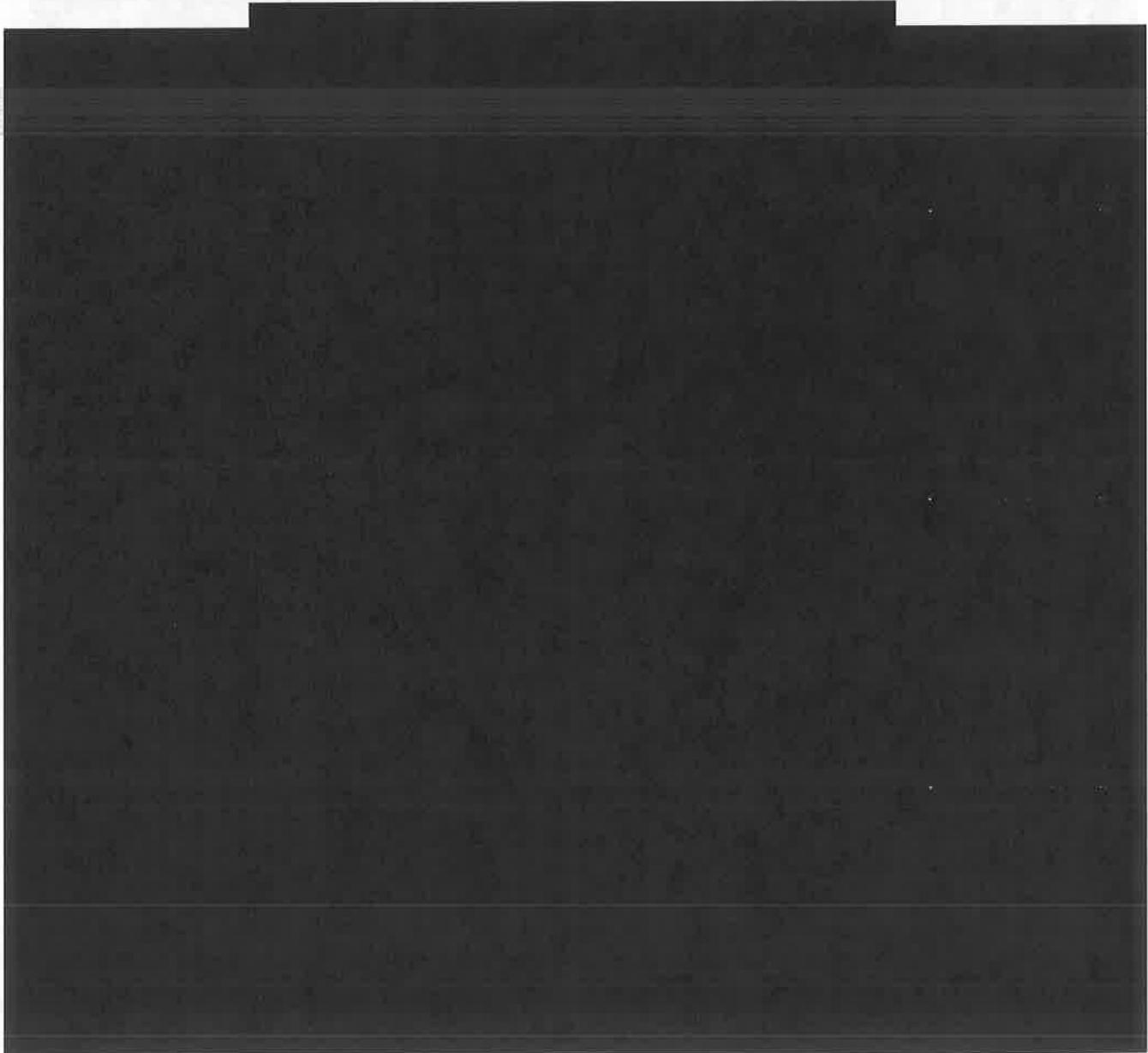
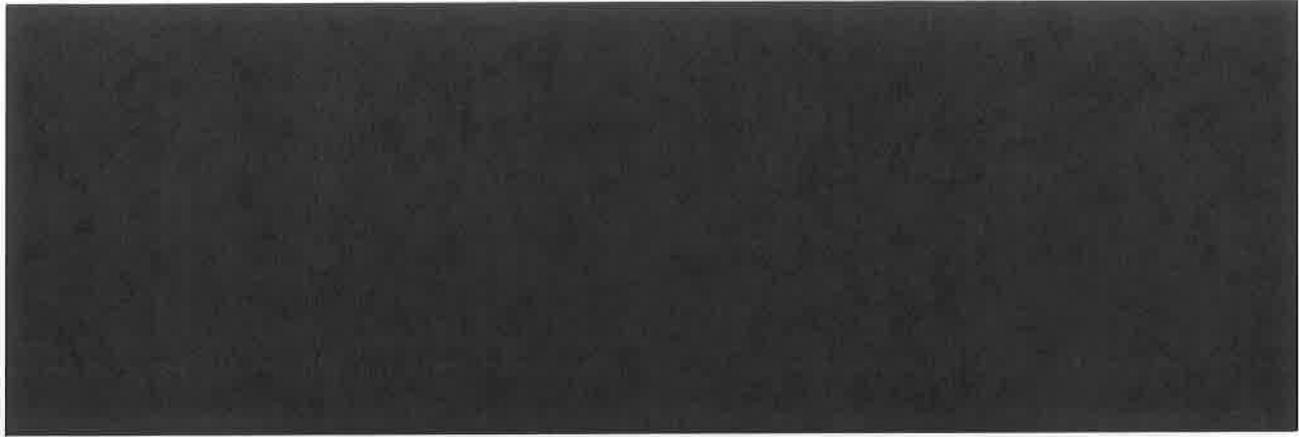
[Redacted]

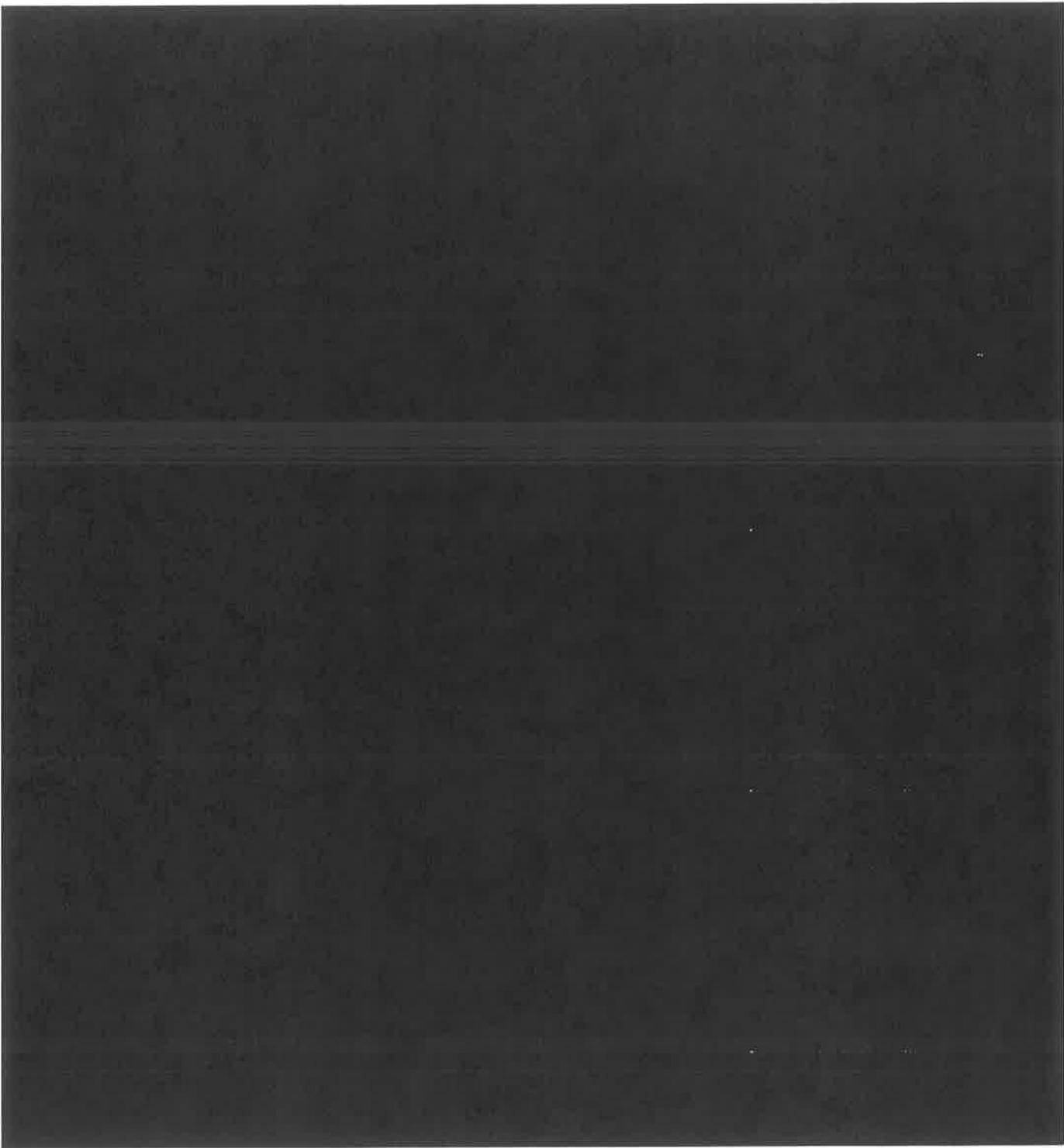


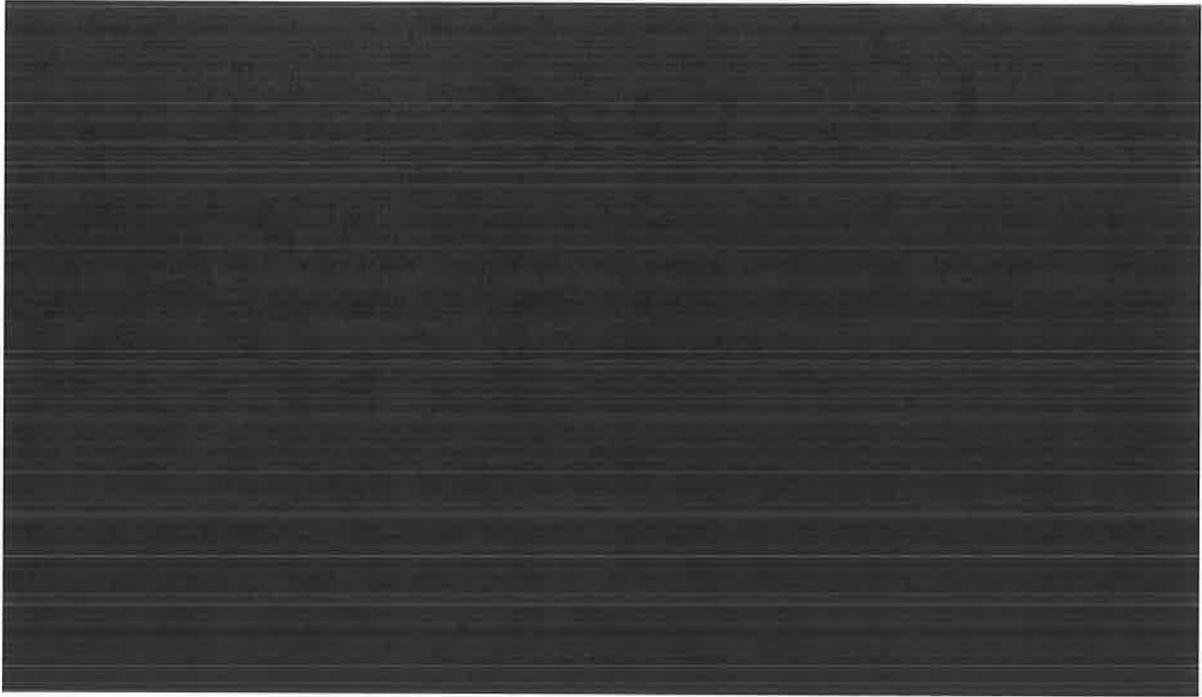












ATTACHMENT 8 - VETTING FORM

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		
b. Address:		
c. Telephone:	d. Fax:	e. Email:
f. Tribal affiliation or clan		
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		

Project name	
Date submitted for screening	

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if “key individual”):**
Other names used (may include nicknames, pseudonyms not listed under “Name”):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father’s Name)
Email:		
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if “key individual”):**
Other names used (may include nicknames, pseudonyms not listed under “Name”):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father’s Name)
Email:		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if “key individual”):**
Other names used (may include nicknames, pseudonyms not listed under “Name”):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father’s Name)

Email:		
E. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan. Please do not provide information for United States citizens or permanent legal residents of the United States.

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the amount of award or assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-g – Self-explanatory.

Attach a copy of the relevant Afghan business license.

Question 6 - "Key Individual" means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the

level of field commanders). Complete for each of these four categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each "key individual".

Note: If a "Key Individual" is a U.S. Citizen or Permanent Residents no information is required.

Part II

Individual filling out form must read the Certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section is not for individual's information and will be completed by the USG vetting official.

ATTACHMENT 9 - USAID/AFGHANISTAN IMPLEMENTING PARTNER NOTICES

USAID/Afghanistan
Office of Acquisition & Assistance (OAA)
Implementing Partner (IP) Notices
Through to 09/22/2013

Number	Subject	Issue Date
OAA-IP-2012-001	Reporting Executive Compensation and First-Tier Subcontract Awards	1/23/2012
OAA-IP-2012-002	Rescinded.	
OAA-IP-2012-003	Transition to APPF	1/21/2012
OAA-IP-2012-004	APPF Contingency Plan Update	2/21/2012
OAA-IP-2012-005	Rescission of IP No 002	2/24/2012
OAA-IP-2012-006	APPF Contingency Plan Update	3/8/2012
OAA-IP-2012-008	Implementing Partner Responsibilities in Business Ethics, Reporting Requirements & Maintaining Strong Internal Controls	4/7/2012
OAA-IP-2012-012	Data Call for All Implementing Partners regarding Personnel Numbers	4/12/2012
OAA-IP-2012-013	Initiation of Compliance Review of All Implementing Partners	5/31/2012
OAA-IP-2012-017	Change in Key APPF Personnel	6/20/2012
OAA-IP-2012-018	IP Meeting Regarding APPF on 28 June 2012	6/21/2012
OAA-IP-2012-019	Data Call for Cost Analysis for APPF Transition	7/8/2012
OAA-IP-2012-020	VSU Email Address Service Disruption	7/24/2012
OAA-IP-2012-022	Guidance for Managing USAID-Program funded property	8/23/2012
OAA-IP-2012-023	RLA briefing to IPS on tax exemption	9/12/2012
OAA-IP-2012-024	Industry Synopsis Letter	9/16/2012
OAA-IP-2012-026	Data Call for Sub awards List under the current awards	10/18/2012
OAA-IP-2012-027	Vendor Vetting Threshold lowered to &25,000.00 effective Jan 1,2013	12/5/2012
OAA-IP-2012-028	Monthly Training and Information Sessions	1/16/2013
2013		
OAA-IP-2013-001	Notification of Foreigner Registration Card Requirement	2/4/2013
OAA-IP-2013-002	Posting of USAID/Afghanistan Award	2/25/2013
OAA-IP-2013-004	Reminder for Posting of USAID/Afghanistan Awards- Responses Due March 14	3/12/2013

**ATTACHMENT 10 - USAID/AFGHANISTAN REGISTRATION & TAX EXEMPTION
GUIDANCE**



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

OAA-IP-2013-006

July 22, 2013

TO: Implementing Partners

FROM: Director, Office of Acquisition and Assistance

SUBJECT: Guidance on Registration and Tax Exemptions in Afghanistan

Dear Implementing Partner,

To help ensure that our partners gain tax-exempt status and to prevent the inappropriate invoicing of taxes that are not applicable to U.S. Government Foreign Assistance programs, we are pleased to provide the attached guidance on how to register to legally operate in Afghanistan and applicable tax exemptions as well as the relevant tax exemption provision that is currently incorporated into the Strategic Objective Grant Agreement under which USAID and its Implementing Partners operate. Please note, the information provided in this document should not be considered a substitute for each implementing partner seeking its own legal registration in Afghanistan and tax advice from a local tax expert. Any additional requests for information on this topic should be addressed to Mohammad Naeem Anis with USAID Regional Legal Office at NAnis@usaid.gov.

Sincerely,

Ralph Koehring
Acting Director
Office of Acquisition and Assistance/Afghanistan

Attachment #1: Registration and Tax Exemptions in Afghanistan



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN

July 21, 2013

The purpose of this information sheet is to provide guidance to partners on how to register to legally operate in Afghanistan and to provide guidance on applicable tax exemptions. The information provided in this document should not substitute for each implementing partner seeking its own registration and tax advice. USAID expects each of its implementing partners to fully comply with the laws of the Islamic Republic of Afghanistan (IRoA).

Questions related to USAID tax exemptions and problems encountered with registration and the payment of taxes where exemptions apply should be brought to USAID's attention immediately.

I. REGISTERING AS AN NGO

The Afghanistan NGO Law was enacted on June 7, 2005, for the purpose of regulating the activities of domestic and foreign NGOs in Afghanistan. It provides the terms of establishment, registration, administration, activity, internal supervision, dissolution and liquidation of property of domestic and foreign NGOs. The law may be found in the Official Gazette No. 857/2005.

What is an NGO under the laws of Afghanistan?

An "NGO" is a domestic or foreign non-governmental, non-political and not-for-profit organization.¹ A foreign NGO is established outside of Afghanistan according to the laws of a foreign government.

How to Register an NGO in Afghanistan?

NGOs are registered by the NGO Department within the IRoA Ministry of Economy (MoE), which is responsible for both registering and supervising NGOs. There are two key laws that govern the establishment, registration and operations of civil society organizations: the Law on Social Organizations enacted November 2002 and the Law on Non-Governmental Organizations enacted June 2005.²

For NGOs receiving USAID funds, the entity must first proceed to the Ministry of Foreign Affairs (MoFA) with a letter from Economic Section of the U.S Embassy in Kabul introducing the organization as a USAID-funded organization to the MoFA for registration. USAID IPs should request such letters through USAID. The MoFA then sends the information to the MoE to register the entity as an NGO. According to the Afghanistan NGO Law³, an NGO must submit a

¹ Article 5.1.2.3.4.5 Afghanistan NGO Law

² Articles 11, 18 & 27 Afghanistan NGO Law

³ Articles 27 & 31 of Afghanistan NGO Law

semi-annual activity report and an annual activity report to the MoE. Failure to submit the reports could result in the dissolution of the NGO. The semi-annual report should be prepared in one original and three copies for submission to the central and regional offices of the MoE. In addition, an NGO must provide its annual financial statements/reports, prepared in accordance with international auditing standards, to the MoE.

How to register For-Profit Entities?

In order for a for-profit entity to register and begin work in Afghanistan, it must first register with the Afghanistan Investment Support Agency (AISA). AISA issues licenses for investors in manufacturing, health services, construction and the service sector such as consulting and security services. There are several for-profit entities (not NGOs) which are USAID partners/contractors implementing USAID funded programs in Afghanistan. These entities are registered at AISA as consulting/advisory services organizations implementing foreign donor assistance programs.

To register, the for-profit entity must first proceed to the MoFA with a letter from Economic Section of the U.S Embassy in Kabul (through USAID) introducing the organization as a USAID-funded organization to the MoFA for licensing at AISA. The MoFA then sends the information to AISA to license the entity as a for-profit entity. The implementing partner collects and completes the AISA forms and submits them to the licensing department of AISA. AISA then sends a letter to the Ministry of Finance (MoF) requesting information on whether the organization is exempt from taxes in accordance with our bilateral agreement with the GIROA.

Once the AISA forms are completed, information on the organization is also sent to the Central Business Registry (CBR) for registration. The CBR is a “one stop shop” to register businesses combining all of the functions previously done by the Commercial Court, the Ministry of Justice (MoJ) and the MoF. The CBR facilitates the registration process for all businesses. The CBR issues the partner a Tax Identification Number (TIN)⁴, registers the business and publishes the information in the Official Gazette of the MoJ. The partner receives a registration number from the CBR which then allows AISA to issue the license. For more information on licensing at AISA, please visit www.aisa.org.af or contact Mr. Ghulam Rabani, Director of Licensing Department at +93 (0) 798 274500, ghulam.rabani@aisa.org.af.

II. TAXES

Afghanistan’s Income Tax Law, enacted in 1965 and amended in 2005 and most recently in 2009, was modeled on the U.S. tax law. Article 10 of the IRoA Income Tax Law defines a category of “Tax Exempt Organizations” similar to a charitable organization under Section 501(c)(3) of the U.S. IRS Code. To qualify as an exempt organization under Article 10, an organization must be (1) established under the laws of Afghanistan, (2) organized and operated exclusively for educational, cultural, literary, scientific, or charitable purposes and (3) contributors, shareholders, members or employees either during the operation or upon dissolution of the organization / must not benefit from the organization. The contributions and income received from the necessary operations of qualifying organizations are exempt from

⁴ TIN: Individuals, companies and organizations which are, according to the Income Tax Law and the Customs Law, required to pay taxes or customs duties; social, non profit and welfare organizations which are required to withhold taxes from the salaries or wages of their employees are required to have a TIN.

taxation.

B. Annual Tax Filing

The 2009 amendments to the Income Tax Law provide details of on the legal requirement for annual tax filing. Even though an entity may be exempt from taxes, the organization is still required to file a tax return if they fit the criteria as outlined in Article 87, regardless of the fact that they may owe no tax. Failure to file a return may result in penalties for failing to file. Annual income tax returns, as well as all other tax returns, are available at the Medium Tax Office.

C. Tax Exemptions for USAID Partners

The Point Four General Agreement for Technical Cooperation, dated February 7, 1951, is the framework bilateral agreement for all USAID activities in Afghanistan. It includes a provision that states that:

Any funds, materials and equipment introduced into Afghanistan by the Government of the United States of America pursuant to such program and project agreements shall be exempt from taxes, service charges, investment or deposit requirements, and currency controls.

In addition, USAID has four over-arching Strategic Objective Grant Agreements (SOAGs) with the GIRoA that encompass all of the programs USAID finances in Afghanistan. The SOAGs contain identical tax exemption provisions that follow from and clarify the scope of the tax exemption contained in the 1951 Bilateral Agreement. The specific language of the tax exemption provisions in the SOAG is found in Attachment 1.

D. Withholding Tax on Subcontractor

In March 2009, a new provision was added to the Tax Law. Article 72 provides for a withholding tax on subcontractors. Subcontractors, who are not registered with AISA and that provide supplies, materials, construction and other services under contract, are subject to a 7% fixed tax in lieu of income tax. This tax is withheld from the gross amount payable to the subcontractor. However, subcontractors, who are registered with AISA and provide the services listed above, are subject to a 2% withholding tax. The tax withheld is creditable against subsequent tax liabilities for the subcontractor.

This tax is a withholding tax. The prime contractor is to withhold the tax from the subcontractor and remit the tax to the Da Afghanistan Bank to the account of the Medium Tax Office, bank account number #1203043. Forms for subcontract withholdings can be obtained at the Medium Tax Office.

Subcontractors, subject to this Article are required, upon signing the subcontract, to send a copy of the subcontract to the Medium Tax Office. Natural persons who earn taxable salaries are excluded from this provision. Under the USAID Tax Exemption language in our SOAGs, the withholding only applies to national subcontractors, i.e. Afghan subcontractors.

Foreign subcontractors are exempt from such withholding. However, USAID prime contractors/partners are not exempt from withholding this tax on their Afghan subcontractors.

The SOAG exempts non-national organizations and persons from the withholding – not Afghan organizations or Afghan citizens.

Foreign/International subcontractors to USAID prime contractors are exempt from taxes under the SOAGs, similar to their prime contractors. However, the legal division of the Afghanistan Revenue Department (ARD) must issue a letter (exemption certificate) to each exempt subcontractor in order to effect the exemption for administrative purposes under Afghan law. In other words, each subcontractor must have an official exemption letter from the ARD. To obtain the exemption certificate, the prime contractor submits a letter to the ARD Legal Department on behalf of its subcontractors requesting the exemption, i.e. a private ruling. A copy of the subcontractors cover sheet to its contract must be included with the request. The Legal Department of ARD has copies of the SOAG, so it is not necessary to provide the SOAG as an attachment. The letter however should reference that the prime and the subcontractor are implementing a USAID activity under the applicable SOAG. The Legal Department will review the documents and issue a letter confirming exemption. If the exemption letter is not issued by ARD, the subcontractors will not be exempt from tax.

Question 1: Do the Tax Exemption Provisions in the Bilateral Agreement and SOAGs Provide a Blanket Tax Exemption for All USAID Implementing Partners for All Taxes in Afghanistan?

No. For USAID implementing partners, the tax exemptions described here only apply to funds provided by USAID. For funds received from any other source, including other U.S. Government agencies, implementing partners should check with those donors to determine whether any such non-USAID funds also benefit from a tax exemption. In addition, there are different tax exemptions for “national” and “non-national” organizations.

Question 2: How do the Tax Exemptions Affect Payment of the “Rental Property Tax” in Afghanistan?

The rental property tax imposes a withholding tax on landlords for real property as follows:

- If the monthly rent is more than Afs.10, 000 (\$200) and less than Afs.100, 000 (\$2000) - 10 percent.
- If the monthly rent is more than Afs.100, 000 (\$2000) -15 percent.

The law requires the renter to withhold the tax on behalf of the landlord. The rental property tax is a tax on the landlord not on the renter. The withholding is merely transferring a part of the landlord’s income (the rent) to the GIRoA to cover the tax. It is up to the lease or rental agreement between the landlord and the renter to address how the private parties address the withholding. There is no requirement that the landlord pass the tax along to the renter. The parties can agree however that the renter will remit the landlord’s tax on behalf of the landlord.

Whatever the arrangement between landlord and renter, the USAID tax exemption is not applicable since the tax is on the landlord.

Question 3: How do the Tax Exemptions Affect Payment of the Income Tax in Afghanistan?

In Afghanistan, there is an income tax on organizations and individuals. There is also a business

receipts tax (BRT) which is a type of income tax on gross receipts of for-profit organizations.

The tax exemption described above exempts all non-Afghan national implementing partners (both organizations and individuals) from paying taxes on their income, profits, or property. This includes social security or other similar type of taxes. The exemption does not extend to Afghan nationals. USAID implementing partners are required to withhold income tax on their Afghan national employees⁵ and subcontractors including BRT⁶. The BRT is a tax which is collected from total gross income (sales) before any deduction. The exemptions are not applicable to Afghan organizations even though they are receiving USAID funds. Once again, however, it should be noted that the exemption only applies to USAID funds. Funds received by organizations or individuals that cannot be tracked back to USAID is not subject to the exemption. If organizations or individuals are receiving funds for assistance activities from other donors or other U.S. Government agencies, they should check with those donors or other U.S. Government agencies to see if any tax exemptions are applicable to such funds.

Question 4: How do the Tax Exemptions Affect Payment of Customs Duties, Tariffs, Import Taxes or Other Levies on the Importation, Use and Re-Exportation of Goods into or out of Afghanistan?

The tax exemptions apply to all goods brought into the country for use on a USAID-financed assistance project. The exemption applies to such goods whether they are brought in by Afghan national or non-Afghan implementing partners.

In addition, non-Afghan implementing partners may bring in personal belongings and effects for the non-Afghan national employees (including personally-owned automobiles, for example) for personal use (not for resale, however) and for the personal use of their family members.

Question 5: How do the Tax Exemptions Affect Payment of the VAT, Sales Taxes, Taxes on Purchases or Rentals of Real or Personal Property or other Taxes Levied on the Last Transaction for the Purchase of Goods or Services Financed by USAID in Afghanistan?

To the extent that such taxes are imposed, the tax exemption will apply for goods and services purchased for use in activities financed by USAID. To the extent the purchase of a good or service would not be an allowable cost under an implementing partner's agreement with USAID, the exemption would not apply (for example, individual employees' purchases of personal effects are not allowable costs under USAID assistance agreements and therefore would be subject to the sales tax should one be instituted in Afghanistan).

Question 6: What Happens if the GIROA Collects a Tax Despite the Existence of an Applicable Tax Exemption?

⁵ The income tax of legal persons is 20 percent of its taxable income in the fiscal year
From Afs. 0 to Afs. 5,000 monthly - 0%
From Afs. 5,001 to Afs. 12,500 - 2%
From Afs. 12,501 to Afs. 100,000 - 10% + Afs. 150 fixed amount
From Afs. 100,000 above - 20% + Afs. 8,900 fixed amount

⁶ BRT is imposed on natural persons who provide goods or services in exchange for consideration and whose revenue from such sales is 750,000 Afghamis or more per quarter of the year

USAID will work with the GIRoA through the MoF to try to ensure that, when exemptions apply, no taxes will be collected. However, it is likely that there will be cases where taxes will be collected despite the best intentions of all parties to comply with the terms of the Bilateral Agreement and SOAGs. USAID agreements with implementing partners should contain a provision related to reporting of foreign taxes. If an implementing partner's agreement does not contain such a provision, it should contact its USAID Contracting Officer or Agreement Officer and request inclusion of such standard provision. USAID will then seek reimbursement of reported taxes from the GIRoA. Implementing partners should also advise USAID if there appears to be a tax being charged that should be subject to an exemption so that USAID can discuss the situation with the GIRoA/MoF.

If an implementing partner has any question about whether its payment of a tax under its agreement with USAID would be an allowable cost under its grant or contract, it should check with its USAID Contract or Agreement Officer for clarification.

For questions, you may contact the following persons at the USAID Regional Legal Office:

Joel Sandefur
Sr. Regional Legal Advisor
+93 0702-323-269
JSandefur@usaid.gov

Mohammad Naeem Anis Legal Specialist +93 702-626-276
NAnis@usaid.gov

Sebghatullah Ebrahimi Legal Specialist +93 0702-626-238
SEbrahimi@state.gov

ATTACHMENT 1 SOAG TAX EXEMPTION PROVISION

Section B.4. Taxation

- (a) General Exemption: The Agreement is a program agreement under the terms of the Point Four General Agreement for Technical Cooperation, dated as February 7, 1951, between the grantee and the USG, and the assistance thereunder is free from any taxes imposed under laws in effect in the territory of the grantee.
- (b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to , but is not limited to 1) any activity, contract, grant of other implementing agreement financed by USAID under this agreement, 2) any transaction or supplies, equipment, materials, property or other goods (hereinafter collectively “goods”) under (1) above, 3) any contractor, grantee, or other organizations carrying out activities financed by USAID under this agreement, 4) any employee of such organizations, and 5) any individual contractor or grantee carrying out activities financed by USAID under this agreement.
- (c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to , but is not limited to the following taxes:
- 1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national individuals or their family members. Exemption 1 includes, but is not limited to; all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.
 - 2) Exemption 2. Taxes on the income, profits or property of all 1) non-national organizations or any type, 2) non-national employees of national and non-national organizations, or 3) non-national individual contractors and grantees. Exemption 2 includes income and social security taxes of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term “national” refers to organizations established under the laws of the grantee and citizens of the grantee, other than permanent resident aliens in the US.
 - 3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this agreement, including sales taxes, value-added taxes (VAT), or taxes on purchases or rentals of real or personal property. The term “last transaction” refers to the last transaction by which the goods or services were purchased for use in the activities financed by USAID under this agreement.
- (d) If a tax has been levied and paid contrary the provisions of and exemption, USAID may, in its discretion, 1) require the Grantee to refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the agreement, or 2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the parties.
- (e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic development of the country of the Grantee.



