SOLICITATION, OFFER AND AWARD

2. CONTRACT NUMBER
AID-OAA-I-14-00061/72030618F000

3. SOLICITATION NUMBER
RFO-72030618R00010

7. ISSUED BY
USAID/Afghanistan
Office of Acquisition & Assistance
00000

NOTE: In sealed bid solicitations, "offer" and "offeree" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, if tendered in the deposit box located in the

CAUTION: LATE Submissions, Modifications, and Withdrawals. Sealed bids will not be accepted after the deadline specified in the Schedule.

10. FOR INFORMATION CALL
Athal Zadran

AREA CODE NUMBER EXT.
7600 WISCONSIN AVE, SUITE 200
BETHESDA MD 20814

11. TABLE OF CONTENTS

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OFFER (Must be fully completed by offerer)

NOTE: Sections 12 and 13 do not apply if the solicitation includes the provisions of FAR 12.214-16, Minimum Bid Acceptance Period.

12. If the offer is accepted within ______ calendar days (60 calendar days unless a different period is inserted by the OFFEROR from the date of receipt of offer or items upon which prices are offered at the price set opposite each item, delivered at the designated point, within the time specified in the Schedule.

13. DISCOUNT FOR PROMPT PAYMENT

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(See Section I, Clauses 52.212-1)

14. ACKNOWLEDGMENT OF AMENDMENTS

The OFFEROR acknowledges receipt of amendments to the SOLICITATION for offers and related documents and current contractual data.

15A. NAME AND ADDRESS OF OFFEROR
DAI WASHINGTON
Attn: George Boateng
7600 WISCONSIN AVE, SUITE 200
BETHESDA MD 20814

15B. TELEPHONE NUMBER
(202) 685-6000

15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

17. SIGNATURE

18. OFFER DATE
July 30, 2018

19. ACCEPTED AS TO ITEMS NUMBERED

20. AMOUNT

21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION

23. IMPORT InvoICES TO ADDRESS SHOWN IN SCHEDULE

24. ADMINISTERED BY

25. PAYMENT WILL BE MADE BY

26. NAME OF CONTRACTING OFFICER
George Boateng
(Sta'le of Contracting Officer)

AWARD (To be completed by government)

27. UNITED STATES OF AMERICA

28. AWARD DATE
July 31, 2018
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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE

USAID seeks to develop two strategic transportation sector assessments that will analyze, examine, and provide recommendations for potential programmatic interventions in the transport sector broadly. The assessment one will focus on or around Mazar-i-Sharif as multi-modal transport hub and will recommend programmatic interventions to help the region realize its economic potential as a transport and trade center. The assessment two will focus on or around Kabul and will provide programmatic recommendations to implement a proof-of-concept pilot toll road project with the private sector in or around Kabul.

B.2 CONTRACT TYPE

The resulting ward will be a Firm Fixed Price Task Order. For the consideration set forth herein, the Contractor shall provide the deliverables or outputs described in Section C and comply with all Task Order requirements.

B.3 CONTRACT PRICE

The Firm-Fixed-Price of this contract is $ the maximum dollar value payable to the contractor.

No additional sums shall be payable for any escalation in the price of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the price or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

B.4 BUDGET

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<td>Field research for both assessments</td>
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<td>Out-brief with the Mission</td>
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[END OF SECTION B]
SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C.1 TITLE

USAID/Afghanistan Strategic Transportation Sector Assessments

C.2 PURPOSE

To develop two strategic transportation sector assessments that will analyze, examine, and provide recommendations for potential programmatic interventions in the transport sector broadly. **Assessment one** will focus on or around Mazar-i-Sharif as multi-modal transport hub and will recommend programmatic interventions to help the region realize its economic potential as a transport and trade center. **Assessment two** will focus on or around Kabul and will provide programmatic recommendations to implement a proof-of-concept pilot toll road project with the private sector in or around Kabul.

C.3 BACKGROUND

Afghanistan’s transportation infrastructure is not well-developed, but Mazar stands out as the only truly multi-modal hub in the country. The city is the fourth largest in Afghanistan and is linked via highways with Kunduz to the east, Kabul in the southeast, Herat in the west, and Samarkand in Uzbekistan in the north. This major population center has a fully operational international airport serving direct international air connections to Istanbul, Dubai, Delhi, Jeddah, Tashkent, and Tehran, as well as domestic connections to Kabul, Herat, and Kandahar. Lastly, its railhead, which terminates at the airport, is able to carry heavy-weight and other commodities through Uzbekistan to major markets in Russia, China, and Kazakhstan. With the Mazar area serving as a gateway for almost half of Afghanistan's total imports, Mazar already serves as a major trading center in northern Afghanistan for agriculture, oil, gas and minerals. Mazar and Balkh province are also relatively secure and well-governed compared to other areas of Afghanistan.

With its existing multi-modal infrastructure, proximity and connections to regional trading partners, and relative stability, Mazar presents tremendous potential to develop lucrative value chains, imports, and exports. Growing interest from neighboring countries in developing trade routes, planned improvements to Afghanistan’s Ring Road, the emergence of national rail and air authorities, and the potential growth in mining and other sectors portend even greater potential.

Despite the potential, challenges remain. A trade imbalance exists, with exports accounting for only seven percent of international trade in 2015-2016, while imports dominated the remainder. This resulted in an estimated $7 billion trade deficit during those years. Trade disparities are underscored by deficiencies and problems across the transportation sector. Roads suffer from a lack of government-led operations and maintenance, making travel and the transportation of goods and commodities difficult, time-consuming, and expensive. Both the rail sector and the rail authority are nascent, and while railheads exist that connect Afghanistan to regional trading partners, the domestic rail network is nearly non-existent, but there is potential for investment in rail to provide economic and security outcomes. Furthermore, in Mazar, it was only recently that the Uzbek government agreed to allow Afghan exports to cross its borders by rail, and the relevant procedures remain to be written and approved. Air transport only recently began to establish itself as a viable conduit for significant trade, but it is quickly surfacing as a cost-effective complement to roads and railways. Kabul airport, for example, now serves as a departure point for nearly 50% of all Afghan exports. While air cargo is preferred for quick transportation of commodities, heavy commodities, such as metals and marble are efficiently
transported either through road or rail. As Afghanistan looks toward the mining industry and minerals trade to propel future economic growth, it is critical to look at transportation methods appropriate for such commodities. The assessment will seek to address this issue by assessing the opportunities for USAID to invest in multi-model transportation to increase the economic potential of the city.

Systemic obstacles also remain. A lack of government regulatory and operations capacity, rampant corruption, security concerns, trade and transportation policy disparities, customs irregularities, and the hesitance of the Afghan government to look to the private sector for solutions all exacerbate weaknesses across all transportation sub-sectors. These challenges present significant risks to exporters, importers, and businesses in general, which rely on the transport sector ultimately to get goods and commodities to and from markets.

Kabul has one of the most rapidly increasing urbanization rates in Asia. Nearly half of all the urban population in Afghanistan now lives in Kabul, and the population has more than doubled since 2004. The city has the most well developed urban road system in Afghanistan, and it sits at a junction in the strategic road network that connects it to the economic centers of Mazar to the north, and Kandahar to the south. With the recent establishment of the air corridors between India and Afghanistan and the possibility of its expansion to five other countries, significant amounts of Afghanistan's high value products are exported via Hamid Karzai International Airport (HKIA). Many of those exports originate from other areas of the country, and therefore well-maintained road connections into Kabul and a robust network of roads inside the city itself are essential to the continued growth in exports—a strategic priority for USAID.

Implementing a roads intervention in Kabul would mean not just a shift in geographic focus for USAID in this sector, but also working with a new host country counterpart. Previously, USAID has exclusively partnered with Ministry of Public Works (MoPW) to implement roads programming. The Kabul Municipality is an attractive partner to USAID as it enjoys a degree of administrative autonomy over their road network. While the strategic road network falls under the authority of the MoPW, the Kabul Municipality is largely independent. They collect their own road user charges, including vehicle license fees and vehicle inspection fees, and use the generated revenues for traffic-related projects (new signage and marking, as well as roads operations and maintenance). Furthermore, the Kabul Municipality already engages the private sector in both the construction of city roads and the collection of some vehicle parking fees. While the exact level of the Municipality’s capabilities are unclear at this point, the fact that they appear to take the lead in managing their own road network, and that they are already engaging the private sector, both serve as predictors for successful expansion of the private sector role in city roads.

A proof-of-concept pilot project for a privately-operated toll road in Kabul may serve to capitalize on Kabul’s favorable location as a transport hub, and serve as a crucible for working with different road sector partners beyond the MoPW. This could either be a newly-constructed toll road, or a new tolling point on an existing road, or related improvements. Potential locations for this toll road might be the strategic corridors important to domestic and regional trade, including through the planned security gate areas which connect Kabul to various segments of the strategic road network, or as a commercial bypass to the Kabul Ring Road.

USAID has successfully piloted similar interventions in other countries. These included both privatized tolling points, and Public Private Partnerships (PPPs) in roads operations and maintenance. In preparation for this assessment, USAID also conducted a literature review focused on other donors’ experience in this sector. Studies suggest that trial introductions of small, technologically simple contracts for routine maintenance can help establish a contracting industry while keeping the risks of failure small. A World Bank report on Private Financing of Toll Roads, which reviewed case studies on the subject from around the world, concluded that meaningful government buy-in can attract financing, and lead to successful privatization.
Finally, while no donor has yet piloted a privatized toll road in Afghanistan, the country does have some limited experience with government-operated tolls. Though largely unsuccessful, these projects can provide lessons learned for this assessment. The projects include toll roads placed around the Kabul region by the MoPW, which were eventually scrapped due to excessive corruption at the various collection points. A senior MoPW official explained that since the tolls were paid in cash, drivers would give bribes directly to the toll collectors to avoid the official toll, or in exchange for a reduced toll. Similar bribes were allegedly being paid at weigh stations, where drivers of overweight trucks would use them to avoid fines. While the issue of corruption at toll roads may not be entirely avoidable, hiring private sector companies to maintain the toll road may result in more transparency and accountability.

C.4 ASSESSMENTS

In performing below specified assessments, offerors will be required to complete below items:

1. **Desk review and preliminary research**: The team should conduct desk review, learning about issues relevant to the assessment. This includes having an understanding of how air, rail and road systems in the region function, and identifying other countries with similar issues and goals. Priority should be on learning about the local context and issues inherent to Afghanistan, with a specific focus on how each of the transportation systems are organized and function.

2. (i) Field research for the **Multi-Modal Strategic Transportation Assessment in the Mazar-I-Sharif Area (Assessment One)**: This task will be conducted in country, and to the greatest extent practical on site in Mazar. The team should conduct an assessment of Mazar's transportation sector on the ground and conduct stakeholder interviews and site inspections. As informed by the desk review, this phase of the assessment should identify potential interventions in the rail, roads, and air sub-sectors.

   (ii) Field research for the **Toll Road Development Assessment in the Kabul Area (Assessment Two)**: This task will be conducted in country, and to the greatest extent practical on site in Kabul. The team should conduct an assessment of potential for creating, operating, and maintaining a toll road in some form in Kabul and potential tolling sites on the ground. The team should conduct stakeholder interviews and site inspections. As informed by the desk review, this phase of the assessment should identify potential interventions in one or more of the relevant transport sub-sectors.

3. **Out-Brief with Mission and Report Writing**. The third task is to conduct an out-brief with the Mission and submit a report that outlines the core components of the assessments including specific next steps that explain how and to what extent each of the recommendations can be implemented, along with background, context, rationale, benefits and risks for each recommendation. The draft report shall be submitted to USAID for review. USAID will provide comments back to the contractor in order for the final draft to be developed. The contractor will submit final draft after incorporating USAID’s comments.

C.4.1 Multi-Modal Strategic Transportation Assessment in the Mazar-I-Sharif Area (Assessment One)

One of the top priorities of the Afghan and U.S. governments is to increase regional trade, expand exports, and support value chains to achieve sustainable economic growth. A well-established and well-managed transportation network underpins the efficient and cost-effective transport of goods and services, connects commodity-based value chains, enables profitable trade, attracts private sector investment, builds commercial confidence in economic potential, and serves as the foundation for national and regional economic integration. In line with U.S. government priorities, including the South Asia Strategy,
future USAID programming in the transport sector will promote export-driven, private-sector led economic growth, with a strategic focus on Afghanistan’s major population and market centers.

Mazar and Balkh province present unique potential to serve as a national and regional transportation and trade hub. Being the only city in Afghanistan with an already-existing railroad head, an international airport, and highway access, Mazar is unmatched by other market center in terms of access to transportation infrastructure. Mazar’s economic potential is further enhanced by its proximity to regional trading partners, and comparatively stable security situation. The Multi-Modal Strategic Transportation Assessment in the Mazar-i-Sharif Area will analyze, examine, and identify how that potential might be further realized through strategic USAID interventions in the transportation sector, with specific attention to reducing barriers and improving efficiencies between the various sub-sectors. As such, these recommendations may include programs in roads, rail, or air, potentially addressing transportation regulation, trade policy, value chain linkages, private sector investment facilitation, infrastructure development and operations, and opportunities to maximize the multi-modal nature of Mazar’s transportation infrastructure.

The assessment will analyze, examine, and provide recommendations for how to realize the economic potential of Mazar and Balkh province through strategic USAID interventions in the transportation sector. USAID anticipates that these recommendations will be multi-modal, potentially identifying interventions at the connection points between different transport sub-sectors in Mazar and Balkh province, with the ultimate goal of increasing efficiency and removing impediments to the transport of goods and commodities. As such, these recommendations can include programming in the roads, rail, and air sub-sectors, individually or in combination. Potential interventions could address regulation, policy, governance, value chain linkages, private sector investment facilitation, business growth, infrastructure development and operations, and other opportunities to maximize the multi-modal nature of Mazar’s transportation infrastructure and its central location. Recommendations should provide analysis of how sub-sectors are interrelated and influence each other. For example, upgrades in roads to accommodate commodity transport can also relate to policy enhancements to service roads to support air transport as well.

Recommendations should be actionable and facilitate trade and economic growth if implemented, including options for increasing export-related revenue, decreasing import-related costs, and supporting domestic and regional value chains. Special attention should be paid to solutions that focus on private sector investment and business development. The assessment should provide an institutional analysis of the appropriate government organizations and institutions that would be involved in any recommendations, identification of possible private sector partners and how to attract them, and an analysis of the corresponding policies that should accompany the implementation of recommendations.

In summary, the Multi-Modal Strategic Transportation Assessment must include the following:

1. Provide an analytical summary of options and prioritized recommendations to realize the economic potential of Mazar and Balkh province through strategic USAID interventions in the transportation sector. These recommendation should include:
   a. Relevant commodity or product supply and demand models, trade or value chain challenges, and forecast analysis;
   b. Private sector investment opportunities;
   c. Identified risk elements and suggest recommendations for minimizing these risks;
   d. Potential physical infrastructure and improvements to the transportation and trade enabling environment.

Environmental and social impacts and consequences shall be considered in providing and prioritizing recommendations for future transport related programing in Mazar and Balkh province.
2. Develop a roadmap for developing Mazar into a multi-modal trade hub for agriculture, oil, gas, minerals and other commodities or goods in partnership with the private sector, provincial, and national government entities. These recommendations should include:
   a. Analysis of the current transport-related institutional framework and bottlenecks for proper implementation of economic development efforts in Mazar and/or Balkh province;
   b. List of all relevant stakeholders (to include political stakeholders and organizations) and their role in implementing recommendations;
   c. List of potential investors, particularly private sector actors that would provide the most benefit in quickly implementing the overall roadmap and prioritized recommendations.

C.4.2 Toll Road Development Assessment in the Kabul Area (Assessment Two)

Kabul is an attractive area in which to pilot a proof-of-concept toll road project in partnership with the private sector to improve transport while developing road operations and maintenance (O&M) capacities. The city is already a transport and economic hub for Afghanistan, with key road corridors either originating, terminating, or passing through the area. However, like most of Afghanistan, Kabul and the surrounding region suffer from poor roads management and a lack of roads O&M. This has been a significant, long-term, and well-documented challenge for Afghanistan. USAID has been active in the Afghan roads sector since returning to the country in 2002, targeting the construction of new roads and attempting to build capacity for roads management within the Ministry of Public Works. Despite those efforts, some estimate that as much as 80% of the Afghan road network is in disrepair, and USAID has signaled that it will no longer work with the Ministry until substantive reforms are in place. The Kabul municipal government may be a more productive partner than the Ministry of Public Works, and might provide an effective platform from which USAID could pilot a sustainable, private sector-driven model for roads management that could be replicated. The Toll Road Development Assessment in the Kabul Area will provide recommendations for a proof-of-concept pilot project, connecting a private sector partner with the Kabul Municipality. The assessment will recommend tolling points, and focus on the economic feasibility of a Public Private Partnership (PPP), where a private company will establish and operate a toll road or tolling point to generate revenue for the Kabul Municipality. Special attention should be paid to how the toll road or tolling points might be used to improve security within Kabul, for example by identifying routes or bypasses that would minimize security risks in at-risk or important geographic areas of the city.

This toll road feasibility assessment will provide recommendations for a proof-of-concept pilot project, connecting a private sector partner with the Kabul Municipality. The assessment will focus on the economic feasibility of a Public Private Partnership (PPP), where a private company will establish and operate a toll road or tolling point to generate revenue for the Kabul Municipality. USAID’s initial strategic thinking leads us to believe that a privately operated toll of commercial vehicles entering Kabul presents the most economic potential, but the assessment may recommend a tolling point that falls anywhere within the administrative authority of the Kabul Municipality, and that captures any or all types of traffic. This includes but is not limited to the “city gates” situated on the main routes into the Kabul: Salang Pass Corridor, the Kabul-Kandahar Highway, Jalalabad Road, and the Kabul-Gardez Highway. The assessment may also recommend construction of an entirely new toll road, at a different location.

The toll road feasibility assessment must address the following specific areas and questions:

1. **Feasibility for the Private Sector:**
   a. A list of what private sector actors are currently or may become active in this space, and a basic assessment of their capacity. This should include at a minimum all of the private sector contractors currently engaged by the Kabul Municipality on roads construction, and on the
collection of parking fees. The assessment should also address the interest of private companies in investing in roads sector in Kabul City, and their understanding of the profit potential.

b. An assessment of what would need to be put in place by the Government of Afghanistan, the Kabul Municipality and USAID to successfully attract private sector bidders. For example, loan guarantees or viability gap funding.

2. Feasibility for the Kabul Municipality:

a. An assessment of the true administrative independence of Kabul Municipality with regards to city roads. Are any other GoA ministries or bodies involved? If so, to what extent? How clear is the legal and regulatory framework granting the Municipality clear, actionable authority over city roads.

b. An assessment of buy-in from the Kabul Municipality. Would they support the recommendation? To what extent and under what terms? To what extent would buy-in be required from other GoA ministries or bodies to ensure a successful pilot?

c. A description of the legal grounds for devolution of powers to a private sector partner, if they exist, including all offices and ministries that would be involved.

3. Specific Pilot Project Recommendations:

a. Where should the toll be piloted to both maximize the profit potential for the private sector partner, and the usefulness for the Kabul Municipality? Should it be placed at one of the commercial access points to Kabul, or on a thoroughfare within the city? Should it be placed on an existing road, or a purpose-built toll road? Should it best serve as a commercial bypass around the city, some portion of the ring road, or key traffic choke points or security zones?

b. An assessment of buy-in from local stakeholders, to include political figures and organizations, local advocacy groups, and the ethno-communities impacted by the development. Would they support the recommendation? To what extent and under what terms? To what extent would buy-in be required from these and other local actors to ensure a successful pilot?

c. How, if at all, should the tolling point be connected to planned security checkpoints at the city gates? Is there an opportunity to reduce duplicated efforts by establishing a toll at one of these future checkpoints? Would associating a toll with security infrastructure present any risks, or opportunities? And might that in turn make drivers more or less willing to accept a toll?

d. What is the appropriate technical scope for this pilot project? Should it focus solely on privatizing toll collection? Or, given that the ultimate intention is for these funds to be deployed for roads O&M, should this project simultaneously pilot a linked mechanism for roads maintenance provided by the same private sector partner?

e. What is the appropriate consumer base for this toll (who should pay it)? Should the toll be restricted to drivers of commercial vehicles? Should it cover the entire driving public? What exemptions should be put into place (for public transportation, or government vehicles, for example)?

f. What would be the near-term benefit(s) of this pilot for those who pay the toll? Potential near-term benefits for consumers could include the reduction of traffic, either by limiting the number of commercial vehicles entering the city or by providing a bypass; providing drivers with a premium lane or expedited services at future checkpoints; or a measurable improvement in driving conditions resulting from improved roads maintenance. The answer to this question will depend largely on the analyses conducted for the previous questions.

g. If there is no visible, near-term benefit to consumers, would they be willing to pay such a toll? Is there sufficient political will in the Kabul Municipality to continue such a pilot, even if it proves initially unpopular?

h. Beyond revenue generation for the Kabul Municipality, what broader systemic benefits could be achieved through a successful pilot? What potential does a toll road in or around Kabul have to
support economic growth, and increased international trade (ie: by alleviating traffic conditions, improving security, facilitating access to HKIA)?

i. What plans does the Kabul Municipality have for their roads network in the future that might either conflict or dovetail with a pilot such as this? This should include analyses of the Kabul Ring Road, potential new security checkpoints, and any other planned developments that may impact the success of this pilot.

j. In practice, how real is the administrative autonomy of the Kabul Municipality? If USAID pilots a private toll road within or around the Municipality, what other ministries or GoA entities would have to be involved? Would the Ministry of Finance (MoF) or MoPW still need to play an active role?

4. Alternative Approaches:

a. One of the operating assumptions of this assessment is that a privatized toll road would be best piloted within Kabul, and in partnership with the Kabul Municipality. However, this may not be the case, and USAID expects the contractor to challenge this assumption.

b. Given the purpose of this assessment, are there viable alternative approaches to piloting a PPP toll road project with the Kabul Municipality? Could the toll road be more successful and effective if placed outside of Kabul, for example at the Salang Tunnel?

c. Are there viable alternative GoA partners that USAID could or should work with to pilot this project?

d. Is there any legislative framework for establishing a PPP on the strategic road network, managed by the MoPW?

This toll road feasibility assessment will provide recommendations for a proof-of-concept pilot project, connecting a private sector partner with the Kabul Municipality. The assessment will focus on the economic feasibility of a Public Private Partnership (PPP), where a private company will establish and operate a toll road or tolling point to generate revenue for the Kabul Municipality. USAID’s initial strategic thinking leads us to believe that a privately operated toll of commercial vehicles entering Kabul presents the most economic potential, but the assessment may recommend a tolling point that falls anywhere within the administrative authority of the Kabul Municipality, and that captures any or all types of traffic. This includes but is not limited to the “city gates” situated on the main routes into the Kabul; Salang Pass, the Kabul-Kandahar Highway, Jalalabad Road, and the Kabul-Gardez Highway. The assessment may also recommend construction of an entirely new toll road, at a different location.

C.5 ENVIRONMENTAL REVIEW REQUIREMENTS

All activities under this Task Order will be examined according to 22 CFR 216. The Contractor must adhere to all requirements contained in 22 CFR 216 and must conduct an environmental review prior to any rehabilitation or construction activities that could potentially have environmental impacts. As required by ADS 204.5.4, the COR will work with the Contractor to actively monitor ongoing activities to ensure compliance with approved IEE recommendations, and modify or end activities that are not in compliance. The COR will collaborate with the Contractor to develop an Environmental Mitigation and Monitoring Plan (EMMP), if appropriate, and undertake periodic field visits to assess the implementation and performance of mitigation and monitoring measures, and to identify appropriate areas of improvement where necessary. Analysis of reconstruction/rehabilitation sites must take place by the Contractor to ensure that the location is not hazard prone nor will environmental degradation take place as a result of Task Order activities. Precautions against unnecessary vegetation clearing will be followed. If appropriate, re-vegetation activities may be required.

[END OF SECTION C]
SECTION D - PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) 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.

(b) 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.

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

(d) 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.

D.2 BRANDING


D.3 BRANDING STRATEGY AND MARKING PLAN

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and Sub-Contractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID’s identity is prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) The Contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the program deliverables will be branded. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

1. **Activity Name:** USAID/Afghanistan Strategic Transportation Assessments

   How the USAID logo will be positioned on materials and communications: All USAID logos on materials and communications produced under this Contract will be positioned in accordance with the standardized USAID regulations on branding. In cases when the activity is jointly sponsored with other
U.S. Government (USG) and non-USG entities, the names and/or logos of these entities will be mentioned in the branding, with an equal level of prominence to the USAID logo.

2. Desired level of visibility: All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other USG and non-USG entities engaged in a specific activity implemented under this Contract, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc.

3. Organizations to acknowledge: The branding may acknowledge other organizations deemed as partners of an event or deliverable. When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

The Contractor will have an activity-specific Branding Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety, or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in the Contract, the Contractor must clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID’s agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, or any successor branding policies.

D.4 ANTICIPATED ELEMENTS OF MARKING PLAN

In accordance with ADS 320.3.2.3, a Marking Plan must be developed by Contractors to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. As stated in ADS 320.3.2, USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer’s trademark on a commercial item, the corporate identities or logos of Contractors or sub-Contractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual or approved in advance by the Principal Officer.

The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. Section 320.3.2.4 describes what the Marking Plan must address. Section 320.3.2.5 lists the exceptions to Marking Plan requirements.
SECTION E - INSPECTION AND ACCEPTANCE

Making Cities Work (Helping Access Basic Infrastructure Technical Assistance – HABITAT- ) IDIQ – PART I – THE SCHEDULE, SECTION E – INSPECTION AND ACCEPTANCE is hereby incorporated into this task order by this reference.

E.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 Federal Acquisition Regulation (FAR) 52.252-2 “Clauses Incorporated by Reference” in Section E of this contract. The full text of a clause may be accessed electronically at this address: http://acquisition.gov/far/index.html.

FEDERAL ACQUISITION REGULATION (FAR)

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>52.246-4</td>
<td>Inspection of Services – Fixed Price</td>
<td>AUG 1996</td>
</tr>
</tbody>
</table>

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs must take place at:

USAID/Afghanistan
Office of Infrastructure
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

The Contracting Officer Representative (COR) listed in Section G has been delegated the authority to inspect and accept all services, reports and other required deliverables. Inspection of all deliverables required hereunder must be made by the COR. Authority for changing the Statement of Work (SOW), Schedule and Cost solely rests with the Contracting Officer (CO). Acceptance of services, reports and other deliverables by the COR shall form the basis for payments to the Contractor.

[END OF SECTION E]
SECTION F – DELIVERIES AND PERFORMANCE

Making Cities Work (Helping Access Basic Infrastructure Technical Assistance – HABITAT-) IDIQ – PART I – THE SCHEDULE, SECTION F – DELIVERIES AND PERFORMANCE is hereby incorporated into this task order by this reference.

F.1 PERIOD OF PERFORMANCE

The period of performance of this task order is ninety (90) calendar days from August 27, 2018.

F.2 PLACE OF PERFORMANCE

The place of performance under this task order is Afghanistan. Remote work outside Afghanistan is also authorized for this Task Order.

F.3 KEY PERSONNEL

The Key Personnel specified below are considered to be essential for the successful performance of this contract. See Attachment J.2 for additional information. The Contractor shall provide the following key personnel for the performance of this contract:

<table>
<thead>
<tr>
<th>Position</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager (PM)</td>
<td></td>
</tr>
</tbody>
</table>

F.4 DELIVERABLES AND DELIVERABLES SCHEDULE

A summary of deliverables have been provided below for informational use only. The Contractor shall be required to abide by all reporting requirements per the contract documents in its entirety. The Contractor shall submit the following:

<table>
<thead>
<tr>
<th>Item</th>
<th>Deliverable to USAID</th>
<th>Due date (from contract start date)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Desk review and preliminary research of both assessments – See C.4</td>
<td>None</td>
<td>12 days</td>
</tr>
<tr>
<td>Field research for both assessments – See C.4</td>
<td>None</td>
<td>42 days</td>
</tr>
<tr>
<td>Out-brief with the Mission.</td>
<td>Half-day meeting with USAID at U.S. Embassy Kabul. Contractor present research to USAID, followed by discussion session(s)</td>
<td>50 days</td>
</tr>
<tr>
<td>Draft Reports Submitted</td>
<td>Draft reports for each of the two assessments submitted to USAID for review and comments.</td>
<td>60 days</td>
</tr>
<tr>
<td>Final Reports Submitted</td>
<td>Final report for each of the two assessments submitted to USAID.</td>
<td>90 days</td>
</tr>
</tbody>
</table>
F.4.1 ASSESSMENTS DRAFT REPORT FORMAT

The draft report must describe the methodology, provide findings, conclusions and offer applicable recommendations. Each recommendation must include appropriate background and context, rationale, and pros and cons of implementation. The report shall be no more than 30 pages (excluding Appendices), and follow USAID’s reporting format and branding guidelines (per ADS 320).

A suggested outline of the report is provided below:

1. Title Page
2. Table of Contents
3. List of any acronyms, tables, or charts (as needed)
4. Acknowledgements or Preface (optional)
5. Executive Summary (not more than 3 pages)
6. Findings
7. Conclusions
8. Recommendations as set under the specific tasks
9. Appendices:
   - Statement of work
   - Sites visited (list of entities and people interviewed and a schedule of activities in Excel format)
   - Methodology description
   - Copies of all survey instruments and questionnaires
   - Relevant statistics
   - A list of critical background documents
   - Notes from key meetings and interviews (a summary of interview responses as appropriate)
   - Evaluation team CVs

F.5 DELIVERABLE SUBMISSION

All data, reports and deliverables must be in English and submitted to the Contracting Officer Representative (COR) in a PDF electronic format.

F.6 REPORTING ON THE AFGHAN-INFO SYSTEM

The Contractor shall upload all deliverables onto USAID’s Afghan-Info. Instruction and login information will be provided by the COR.

F.7 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 2013) (Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products

(1) Within thirty (30) calendar days of obtaining the COR’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), contract 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.

F.8 RESERVED

[END OF SECTION F]
SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

The Task Order Contracting Officer (TOCO) is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the TOCO. In the event the Contractor makes any changes at the direction of any person other than the TOCO, the change shall be considered to have been made without authority and no adjustment shall be made in the contract terms and conditions, including cost.

All questions concerning the administration of this award will be sent to the TOCO.

It is the responsibility of the Contractor to inform the TOCO of requests that affect any and all sections of this award. The TOCO is located at:

USAID/Afghanistan
Office of Acquisition and Assistance
U.S. Embassy
East Compound
Great Masood Road
Kabul, Afghanistan

U.S. Address:

Office of Acquisition & Assistance (OAA/Kabul)
USAID, Afghanistan
6180 Kabul Place,
Dulles, VA 20189-6180

G.2 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (TOCOR)

The Task Order Contracting Officer’s Representative (TOCOR) is Ms. Rafia Usmani who can be reached at rusmani@usaid.gov and is designated by letter from the Contracting Officer.

G.3 TECHNICAL DIRECTION

(a) Technical Directions are 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 the work as detailed in Section C.
(b) The TOCOR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Task Order 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 must be signed as “Task Order Contracting Officer’s Representative” with a copy furnished to the Task Order 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 Task Order 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 Task Order Contracting Officer’s Representative 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 Task Order Contracting Officer’s Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules will be made only by the Task Order Contracting Officer.

(c) In the separately-issued Task Order Contracting Officer’s Representative Designation letter, the TOCO designates an alternate Task Order Contracting Officer’s Representative to act in the absence of the designated Task Order Contracting Officer’s Representative, in accordance with the terms of the letter.

(d) 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 and Agency for International Development Acquisition Regulation). The Contractor and the Task Order Contracting Officer’s Representative must bring all contracting problems to the immediate attention of the Task Order Contracting Officer. Only the Task Order Contracting Officer is authorized to formally resolve such problems. The Task Order Task Order Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Task Order 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 Task Order 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.
conditions. In the event the Contractor effects any changes at the direction of any other person other than the Task Order Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to report to the Contracting Office, any action by the Government considered to 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.

G.4 PAYING OFFICE

The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDDevouchers@usaid.gov. Subject line must read Award No. and name of firm [to be filled in at time of award]. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

Paper copy submission: One (1) original of each invoice must be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

USAID/Afghanistan
Office of Financial Management
U.S. Embassy
East Compound
Great Masood Road
Kabul, Afghanistan

G.5 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor’s primary point of contact is [REDACTED], where can be reached at telephone number and email address:
Email: contracts@dai.com
Tel: 1.301.771.7600

G.6 CONTRACTOR'S PAYMENT ADDRESS

7600 Wisconsin Avenue
Suite 200
Bethesda, Maryland 20814 USA
G.7 ACCOUNTING AND APPROPRIATION DATA

Team/Division: AFGHANISTAN
Benefiting Geo Area: 306
REQ No. REQ-306-18-000110
BBFY: 2011
Fund: ES
EBFY: 2012
Program Element: A071
Program Area: A17
SOC: 4100301
Distribution: 306-M
Amount: [REDACTED]

[END OF SECTION G]
SECTION H - SPECIAL CONTRACT REQUIREMENTS

Making Cities Work (Helping Access Basic Infrastructure Technical Assistance – HABITAT-) IDIQ – PART I – THE SCHEDULE, SECTION H – SPECIAL CONTRACT REQUIREMENTS is hereby incorporated into this task order by this reference.

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.2 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English as specified in Section F.4.

H.3 CONSENT TO SUBCONTRACTS (DECEMBER 2016)

(a) In accordance with FAR 52.244-2, Subcontracts, Contracting Officer’s consent has been provided to award subcontracts as proposed in the Contractor’s proposal which resulted in the award of this contract to the following firms for the services or supplies specified in the prime Contractor’s proposal:

Name of Sub-Contractor: Services/Supplies: (TBD)

(b) The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. In order for the Contractor to receive consent to subcontract; it must address each of the elements in FAR 44.202-2 for each sub-Contractor. If the Contractor chooses not to request consent to subcontract at the time of proposal submission, it still must identify all sub-Contractors and lower tier sub-Contractors proposed to perform work under the contract. Before using Subcontractor services for this award, the Contractor must submit a vetting request to vetting office with required completed vetting forms and other information as needed and specified under H.9 below.

H.4 RIGHT TO PRO Cure FROM OTHER SOURCES (AUGUST 2016)

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved contract.

H.5 USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)

A. Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all awards. The Implementing Partner must not allow lower-tier sub-awards without the express written approval of the Contracting Officer.

B. Definitions: The term "award" in this clause refers to the direct award between USAID and the Contractor A "first-tier sub-award" is a direct award between the Contractor 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. The Contractor must ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. The Contractor must 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 Contractor must promptly request approval in writing from the Contracting 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. Contractor written request for approval to allow sub-awardees below the second tier will include the following information:
   • Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
   • 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.
   • The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

F. For purposes of calculating tiers, the following will not be considered a tier:
   • subsidiaries of the awardee;
   • members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
   • employment awards for a single individual, provided that such individual issues no further sub-awards;
   • 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 will be considered a "tier" for purposes of this clause/provision;
   • 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 award.

G. Unless an exception is provided per section D. above. The Contractor will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The Contractor is responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub awardees.

H.6 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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 Task Order unless the use of Government facilities or personnel is specifically authorized in the Task Order or is authorized in advance, in writing, by the COR.
H.7 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.8 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.9 USAID/AFGHANISTAN VETTING REQUIREMENT (APRIL 2016)

The Contractor must comply with USAID/Afghanistan’s Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting).

A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S Party Vetting) the Contractor must complete and submit a "USAID Information Form" for:
   a. Itself, if it is a non-U. S. entity;
   b. Each sub-Contractor or sub-Contractor of a sub-Contractor, regardless of the tier, valued cumulatively at $25,000 or more, that is a non-U.S. entity; or
   c. Each key individual that is a non-U.S. entity.

B. For purposes of this requirement, the following definitions apply:
   a. "Non-U.S. entity” means:
      i. any non-US citizen or non-permanent legal resident of the United States: or
      ii. 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.
   b. "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):
         a) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
         b) the program manager or chief of party for the USAID-financed program: and
         c) 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:
   a. Once a year; or
   b. 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 implementing partner to terminate the sub-award.

H.10 CERTIFICATION REGARDING PROVISION OF SUPPORT TO PERSONS ENGAGED IN TERRORISM

Certification Regarding Provision of Support to Persons Engaged in Terrorism

(a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:

1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.

2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:

   (a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: http://www.instantofac.com/, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

   (b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: http://www.un.org/sc/committees/1267/consolist.shtml.

   (c) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.

   (d) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

3. For purposes of this Certification:

   (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons,
lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

(b) "Terrorist act" means-

   i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.iai.org/English/Terrorism.asp); or
   ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
   iii) Any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

(c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

(d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(e) The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

(f) By entering into this contract, the Contractor acknowledges that it has a continuing obligation and shall notify the Task Order Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.

(g) The certification in paragraph (a) of this provision and the requirement to update the Task Order Contracting Officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Contractor knowingly rendered an erroneous certification, or did not notify the Task Order Contracting Officer in writing of a change in such certification, in addition to other remedies available to the Government, the Task Order Contracting Officer may terminate the contract for default.

H.11 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. 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.

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

(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.12 SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (AUGUST 2016)

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

A serious incident is defined (but not limited to) the following incidents affecting an employee or the implementation of activities paid for with U.S. Government funding regardless of the funding source and tier of the organization:

1. **Arrest** – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. **Complex Attack** – An attack using multiple means of engagement such as an Improvised Explosive Device (IED) followed by small arms fire
3. **Demonstration** – An organized act of protest against legitimate operations that results in violence or the threat of violence
4. **Harassment** – Interference in legitimate operations by ANSF, RS, or local civilian forces
5. **Indirect Fire (IDF)** – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)
6. **Improvised Explosive Device (IED)** – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
7. **Capture** - Illegal or hostile detention by insurgents or criminals for any length of time  
   a. Abduction: the act of taking someone away by force or fraud  
   b. Kidnapping: the abduction of a person by force or fraud for use as a hostage  
   c. Hostage: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.
8. **Land Mine** – A manufactured anti-personnel or anti-vehicle mine.
9. **Motor Vehicle Accident (MVA)** – An airplane, motorcycle, car, or truck crash which results in injury or damage.
10. **Robbery** – Non-insurgent related theft of property.
11. **Small Arms Fire (SAF)** – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)

12. **Threat** – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.

13. **Other** – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

**INITIAL NOTIFICATION:** Contractor must provide initial notification by email or telephone to the USAID Partner Liaison Security Officer (PLSO), the Contracting, and the Contracting Officer’s Representative (COR) for accountability purposes of any serious incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. The email addresses for the PLSO are KabulAIDSSO@usaid.gov and KabulAIDSSO@state.gov and the telephone numbers are +1 (301) 490-1042 Ext. 3342 or Ext. 3115. A point of contact (POC) of the prime Contractor must be provided to the PLSO and COR in order for USAID personnel to follow up on the security incident details. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the implementing partner shall provide the same notification within 24 hours of the death of the individual.

**SERIOUS INCIDENT REPORT:** Additionally, within 24 hours, the implementing partner must submit an initial Serious Incident Report (SIR) documenting the incident in detail to the USAID PLSO using the form provided. The SIR must include, at a minimum, the award number, the name of the company, location where the incident occurred (Latitude/Longitude, GPS or MGRS coordinates, location name, etc.), time when the incident occurred, a brief description of the events of the incident, details about any known casualties, country of origin of all involved and a point of contact for the USAID PLSO to request further information as needed. Each SIR must be completed as thoroughly as possible and sent to KabulAIDSSO@usaid.gov (primary) and KabulAIDSSO@state.gov. The prime Contractor must concurrently send a notice to the USAID (COR) and the Contracting Officer that a SIR has been submitted to PLSO.

Following the conclusion or solution of the reported incident, a Final SIR should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

**H.13 USAID/AFGHANISTAN SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JANUARY 2016)**

The Contractor must enroll all American citizens traveling to Afghanistan in STEP at www.travel.state.gov. Information provided must be accurate and up-to-date and is applicable to both long-term and short-term travel funded by USAID.

**H.14 USAID/AFGHANISTAN HOST COUNTRY TAXES AND DUTIES (NOVEMBER 2016)**

The Contractor is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes. In accordance with the applicable U.S. Government cost principles, such costs are unallowable and may not be charged to this Award or paid with funding provided in the award. If the Contractor is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Contracting Officer and USAID/Afghanistan.

**H.15 ELECTRONIC PAYMENTS SYSTEM (JULY 2014)**

1. Definitions:
a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The Contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, sub-Contractors, or grants under contracts, where applicable.

3. Exceptions. The Contractor is allowed the following exceptions, provided the Contractor documents its contract file with the appropriate justification:
   a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
   b. Cash payments made to payees where the Contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
   c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than $3000, when payment through an electronic payment system is not reasonably available.
   d. The Contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the Contractor’s written justification, which provides a basis and cost analysis for the requested exception.


H.16 RESERVED

H.17 RESERVED

H.18 DEFENSE BASE ACT (DBA) INSURANCE (OCT 2017)

a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act) (DEC 1991) and AAPD 17-01 Defense Base Act (DBA) (JAN 2017); USAID's DBA insurance carrier is:

   AON Risk Insurance Services West, Inc.
   2033 N. Main St., Suite 760
   Walnut Creek, CA 94596-3722

   Hours: 8:30 A.M. to 5:00 PM, Pacific Time

   Primary Contact: Fred Robinson
   Phone: (925) 951-1856
   Fax: (925) 951-1890
   Email: Fred.Robinson@aon.com
Contractors must submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

b) Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>xx/xx/18 – xx/xx/21</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
<tr>
<td>Option Period</td>
<td>xx/xx/21 – xx/xx/23</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
</tr>
</tbody>
</table>

Notes:
For Option Period, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.

2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.

4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at [http://www.dol.gov/owcp/dlhwc/nawwinfo.htm](http://www.dol.gov/owcp/dlhwc/nawwinfo.htm).

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the Contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

c) Notice of Exclusion of Medical Evacuation Coverage
Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

d) Waivers for Third Country and Local Nationals
The list of countries with active DBA waivers is available at [http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm](http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm). In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at dbawaiverrequests@usaid.gov.

H.19 PRESS RELATIONS (JANUARY 2017)

The Contractor must coordinate all project related press inquiries and statements with the COR and USAID/Afghanistan’s Development Outreach and Communication (DOC) Office. The Contractor must seek approval from the COR and DOC before agreeing to or allowing staff to conduct interviews with the press on matters related to work under this project. The DOC contact is:

Development Outreach and Communication (DOC) Office
US Embassy Kabul
Great Massoud Road
Kabul, Afghanistan
202-216-6288
Email: Kblaiddoc@usaid.gov

H.20 USAID/AFGHANISTAN RESTRICTIONS ON CONTRACTORS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (AUGUST 2016)

A. Only the Mission Director of USAID/Afghanistan has the authority to negotiate, execute, and implement instruments, such as Memorandums of Understanding or Letters of Intent or Collaboration (MoUs), with the Government of the Islamic Republic of Afghanistan (GIRoA) for activities using USAID funds. Contractors must not enter separate MoUs with any GIRoA entity including ministries, provincial or district government entities, or city and village entities.

B. If a Contractor determines a MoU with the GIRoA is beneficial to the implementation of activities funded by USAID, the Contractor must request their COR to draft and negotiate that MoU between USAID and the GIRoA. The request should describe at a minimum:

a. how large or important a role the GIRoA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
b. previous experience or status of current relations with the GIRoA unit entity;
c. any relevant US legislation; and
d. the advantages to be gained from formally memorializing the terms of the assistance relationship with the GIRoA entity.

C. All amendments to the MoU must be approved by the COR.

D. This provision does not apply to agreements between an Implementing Partner and the Afghanistan Public Protection Force (APPF) for security services.
H.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

a) Definitions. For the purpose of submissions to the DDL:

1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the Contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the Contractor under the award, whether published or not. The term does not include the Contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b) Submissions to the Development Data Library (DDL)

1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a sub-Contractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the Contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the Contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The Contractor must also provide to the COR an itemized list of any and all DDL submissions.

The Contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the Contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a
peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

3) The Contractor must submit the Datasets following the submission instructions and acceptable formats found at [www.usaid.gov/data](http://www.usaid.gov/data).

4) The Contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

5) The Contractor must not submit classified data to the DDL.

**H.22 DATABASE AND GIS/GPS REPORTING REQUIREMENTS (MARCH 2017)**

USAID/Afghanistan uses a web-based system to collect and organize information critical to program management, oversight, and reporting. This system is named Afghan Info. Afghan Info supports a number of exercises including: Mission-wide Portfolio Reviews, the Performance Plan and Report, the Multi-Tiered Monitoring Approach, Geographic Information System (GIS) analysis, and overall coordination efforts. Reported information may impact policy formulation and project design stakeholders including USAID/Afghanistan, USAID/Washington, the United States Congress, the Government of the Islamic Republic of Afghanistan (GIRoA), and other donors.

USAID requires a minimum of quarterly (United States Government Fiscal Quarters) data submissions throughout the entire life of the award. The partner must provide updates for all required data elements as specified in the reporting requirements of their award. As applicable, data to be reported into Afghan Info may include:

- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/vouchered expenses.
- Documents as required in the reporting requirements section of the award.

Partners are additionally required to collect and report on Global Positioning System (GPS) data and other GPS supporting details for all implementation activities. (This is especially important if data could/will be analyzed to the type III Geographical Disaggregation level.) Geographic data collection, analysis, and submission methods must be included in annual work and M&E plans. Partners must ensure the following standard settings are utilized when collecting latitude/longitude GPS coordinate data for USAID/Afghanistan activities:

- **Coordinate System/Datum**: WGS 1984
- **Coordinate Format**: Decimal Degrees (DD.DDDDDDD) with at least 6 decimal places
- **Latitude Coordinate Parameters**: Must be between 29.378060 - 38.489592
- **Longitude Coordinate Parameters**: Must be between 60.475769 - 74.889862
- **Accuracy Level**: Less than 15 meters

The COR responsible for the award will provide specific guidance on reporting, provide access to the Afghan Info system for the Contractor, and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. Contractors must use the Afghan Info interface for data entry. Criteria for restricting reporting activity or reporting sites will be provided by the COR. Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1). All geographic data will additionally adhere to OMB Circular A-16 and A-130; Executive Order 12906; ADS 557 (Public Information); and ADS 579 (USAID Development Data). Data entry
modules will include an option for selecting certain sites for restricted access in the database. (Note: all activities will be recorded, but those restricted will be viewable only by those with a “need to know”.)

In consultation with the USAID/Afghanistan’s GIS Specialist and/or as directed by USAID/Afghanistan or USAID/Washington, the COR will manage this geographic data for use in project management, communications, reporting, and evaluation. In the case of proprietary or contractual restrictions preventing submission/publication of geographic data, the Contractor shall provide justification to the COR. For activities requiring multiple data points, to include infrastructure activities such as dam, power line, and road construction, data can be submitted to USAID or through a “cloud-based data transfer mechanism that is outside USAID (example: Dropbox), but must be stored and submitted to the COR in industry standard formats such as ESRI Shapefile, ESRI Feature Class, or Microsoft Excel, and include any and all metadata. All infrastructure programs will include photo documentation from no less than two sides with no less than beginning and ending project photographic documentation.

Metadata or “Properties” is a summary providing content, quality, type, creation, and spatial information about a data set. In the file’s “properties” programmatic specifics to include name, description of the file, program and implementer, geospatial location and description of the activity will be included. For example, a photograph’s metadata will include Title- the name of the event or site, such as “Ghazi Mohammad Ayub Khan High School”; Subject- what the photo depicts; such as “prior to start of construction a/o 20160207”; TAGS - will include, at a minimum, the program and the implementer for example: “SACCARP; IOM;” Comment: the grid and the nature of the project/event, such as “31.623130, 65.055618 photo of the front of the school. Prior to stair repair, painting and toilet rehab”. The date the photo was taken should already be included automatically but if not it should be also added. Although the example discusses an image file, the same requirement for metadata documentation is required for other file formats (docx or xlsx) that document a specific project’s geographically linked activity that will be used for permanent documentation.

Please note some cameras with integrated GPS capability automatically places the data into the Exif metadata. The data should be kept; but often, the Lat/Long format is in Hours/Min/Sec and not in digital degrees, therefore, it must be converted and added to the metadata. There are free available sites on the web, such as http://wwwlatlong.net; and http://www.earthpoint.us/Convert.aspx.

Unless otherwise specified, Afghan Info can be accessed at: https://usaidinfo.usaid.gov/

H.23 IMPLEMENTATION OF EXECUTIVE ORDER 13224 ON TERRORISM FINANCING (AUGUST 2016)

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.

H.24 COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DECEMBER 2016)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the Contractor or a key individual of the Contractor has been convicted of a narcotics offense or has been engaged in drug trafficking as defined in 22 CFR Part 140. This clause must be included in all subcontracts issued under this contract.

H.25 RESERVED
H.26 USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559
FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEBRUARY 2016)

Unless otherwise authorized in writing by the Contracting Officer, the Contractor must not use funds for any work related to facilities of any type where the intended use of such a facility is for explicitly religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit. The Contractor shall insert this clause in its entirety in all subcontracts.

[END OF SECTION H]
SECTION I – CONTRACT CLAUSES

I.1  IDIQ CONTRACT CLAUSES

The contract clauses from the Making Cities Work (Helping Access Basic Infrastructure Technical Assistance – HABITAT) IDIQ –are hereby incorporated by reference. The following additional clauses are incorporated in full text;

I.2  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 http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

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<thead>
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<th>NUMBER</th>
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<td>CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS</td>
<td>JAN 2017</td>
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<td>AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS</td>
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<td>52.244-6</td>
<td>SUBCONTRACTS FOR COMMERCIAL ITEMS</td>
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I.3  FAR 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATION AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;
(B) Humanitarian or peacekeeping operations; or
(C) Other military operations; or military exercises, when designated by the Combatant Commander; or
(ii) When supporting a diplomatic or consular mission—
(A) That has been designated by the Department of State as a danger pay post
(see [http://aoprals.state.gov/Web920/danger_pay_all.asp](http://aoprals.state.gov/Web920/danger_pay_all.asp)); or
(B) That the Task Order Contracting Officer has indicated is subject to this clause.
(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise
provided in the contract, the Contractor accepts the risks associated with required contract performance in
such operations.
(3) Contractor personnel are civilians.
(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of
this clause, Contractor personnel are only authorized to use deadly force in self-defense.
(ii) Contractor personnel performing security functions are also authorized to use deadly force when use
of such force reasonably appears necessary to execute their security mission to protect assets/persons,
consistent with the terms and conditions contained in the contract or with their job description and terms
of employment.
(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38
(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and
security support required for Contractor personnel engaged in this contract.
(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its
personnel in the designated operational area or supporting the diplomatic or consular mission are familiar
with and comply with, all applicable—
(1) United States, host country, and third country national laws;
(2) Treaties and international agreements;
(3) United States regulations, directives, instructions, policies, and procedures; and
(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of
Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the
terms and conditions of the contract.
(e) Preliminary personnel requirements.
(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the
statement of work, or elsewhere in the contract.
(2) Before Contractor personnel depart from the United States or a third country, and before Contractor
personnel residing in the host country begin contract performance in the designated operational area or
supporting the diplomatic or consular mission, the Contractor shall ensure the following:
(i) All required security and background checks are complete and acceptable.
(ii) All personnel are medically and physically fit and have received all required vaccinations.
(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for
Contractor personnel to enter and exit the foreign country, including those required for in-transit
countries.
(iv) All personnel have received—
(A) A country clearance or special area clearance, if required by the chief of mission; and
(B) Theater clearance, if required by the Combatant Commander.
(v) All personnel have received personal security training. The training must at a minimum—
(A) Cover safety and security issues facing employees overseas;
(B) Identify safety and security contingency planning activities; and
(C) Identify ways to utilize safety and security personnel and other resources appropriately.
(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel
are military or civilian personnel separated from their unit or organization in an environment requiring
them to survive, evade, or escape while awaiting rescue or recovery.
(vii) **All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at** [http://www.travel.state.gov](http://www.travel.state.gov).
(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—
(i) **If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);**
(ii) **Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and**
(iii) **Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).**

(f) **Processing and departure points.** The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—
(1) Process through the departure center designated in the contract or complete another process as directed by the Task Order Contracting Officer;
(2) Use a specific point of departure and transportation mode as directed by the Task Order Contracting Officer; and
(3) Process through a reception center as designated by the Task Order Contracting Officer upon arrival at the place of performance.

(g) **Personnel data.**
(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Task Order Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

(h) **Contractor personnel.** The Task Order Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) **Weapons.**
(1) If the Task Order Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons—
(i) The Task Order Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
(ii) The ________ [Task Order Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
(2) The Contractor shall provide to the Task Order Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
(i) Are adequately trained to carry and use them—
(A) Safely;
(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and
(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.
(4) Upon revocation by the Task Order Contracting Officer of the Contractor’s authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Task Order Contracting Officer.
(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) **Vehicle or equipment licenses.** Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) **Military clothing and protective equipment.**
(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) **Evacuation.**
(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Task Order Contracting Officer.

(m) **Personnel recovery.**
(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.
(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.
(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) **Notification and return of personal effects.**
(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—
(i) Dies;
(ii) Requires evacuation due to an injury; or
(iii) Is isolated, missing, detained, captured, or abducted.
(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.
(o) **Mortuary affairs.** Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

1. If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

2. (i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

   (ii) In accordance with [10 U.S.C. 1486](https://www.law.cornell.edu/uscode/text/10/1486), the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) **Changes.** In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) **Subcontracts.** The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

1. In a designated operational area during—

   (i) Contingency operations;

   (ii) Humanitarian or peacekeeping operations; or

   (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

2. When supporting a diplomatic or consular mission—

   (i) That has been designated by the Department of State as a danger pay post (see [http://aoprals.state.gov/Web920/danger_pay_all.asp](http://aoprals.state.gov/Web920/danger_pay_all.asp)); or

   (ii) That the Task Order Contracting Officer has indicated is subject to this clause.

(End of Provision)

I.4 **AAPD 10-04 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (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 Task Order 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 Task Order 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 Task Order Contracting Officer’s Representative or the Task Order 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.

(End of Provision)

[END OF SECTION I]
SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 HIGH LEVEL TRANSPORT SECTOR POLICY PAPER
J.2 MISSION ORDER 201.06 - VETTING
J.3 SF – LLL DISCLOSURE OF LOBBYING ACTIVITIES
J.4 REGISTRATION AND TAX EXEMPTION GUIDANCE
J.5 SECURITY PLAN GUIDANCE
J.6 INITIAL ENVIRONMENTAL EXAMINATION
J.7 USAID FORM 1420-17: CONTRACTOR BIOGRAPHICAL DATA SHEET
J.8 PARTNER INFORMATION FORM

List of Documents and URL Links:

Afghanistan Strategic and Policy Documents:

1. Afghanistan National Peace and Development Framework (ANPDF)
2. Afghanistan Transport Sector Masterplan Update
3. SDG’s Progress Report Afghanistan
   Link: https://sustainabledevelopment.un.org/content/documents/16277Afghanistan.pdf
4. Public Private Partnership (PPP) Law
5. NATIONAL POLICY ON PUBLIC PRIVATE PARTNERSHIPS (PPPs)
6. Afghanistan National Railway Plan
7. Draft Kabul City Master Plan
   Link: http://open_jicareport.jica.go.jp/pdf/12058566_01.pdf

Audit, Evaluation and Performance Reports:

8. SIGAR 17-11 Audit Report on Afghanistan’s Road Infrastructure
10. Final Performance Evaluation of Rehabilitation Projects at Regional Airports
    Link: https://pdf.usaid.gov/pdf_docs/PA00K6Q2.pdf
11. Special Report: Reconstruction Zones in Afghanistan and Haiti

[END OF SECTION J]