AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

2. CONTRACT (Proc. Inst/ Indet.) NO.
72030619C00004

3. EFFECTIVE DATE
See Block 20c

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.
REQ-306-19-000024

5. ISSUED BY
CODE AFGHANISTAN
USAID/Afghanistan
Office of Acquisition and Assistance
6180 Kabul Place
Dulles, VA 20189-6180

6. ADMINISTERED BY (if other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR
(No., street, county, State and ZIP Code)

8. DELIVERY

- FOB ORIGIN
- OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES ITEM
(3 copies unless otherwise specified)
TO THE ADDRESS SHOWN

11. SHIP TO/MARK FOR CODE
AFGHANISTAN
USAID/Afghanistan
6180 Kabul Place, Dulles, VA 20189-6180

12. PAYMENT WILL BE MADE BY CODE
AFGHANISTAN
USAID/Afghanistan, Office of Financial Management
6180 Kabul Place, Dulles, VA 20189-6180

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

- 10 U.S.C. 2304(c)(4)
- 41 U.S.C. 253(a)(4)

14. ACCOUNTING AND APPROPRIATION DATA
See Section G.7

15. ITEM NO.

15A. SUPPLIES/SERVICES
Cost Plus Fixed Fee (CPFF) completion type contract for the services, reports, and Deliverables specified herein

15G. TOTAL AMOUNT OF CONTRACT
$39,848,003.00

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(X) SEC.
PART I - THE SCHEDULE
A SOLICITATION/CONTRACT FORM
B SUPPLIES OR SERVICES AND PRICES/COSTS
C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT
D PACKAGING AND MARKING
E INSPECTION AND ACCEPTANCE
F DELIVERIES OR PERFORMANCE
G CONTRACT ADMINISTRATION DATA
H SPECIAL CONTRACT REQUIREMENTS

(PAGE(S))
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12
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53

(X) SEC.
PART II - CONTRACT CLAUSES
I CONTRACT CLAUSES
J LIST OF ATTACHMENTS
K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS
L INSTRS., CONDS., AND NOTICES TO OFFERORS
M EVALUATION FACTORS FOR AWARD

(PAGE(S))
74
85

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. SEALED-BID OFFER (Contractor is not required to sign this document.)

Year bid on Solicitation Number
including the additions or changes made by you which additions or changes are set forth in the award, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/order. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME OF CONTRACTING OFFICER
George K. Baeteng

19B. NAME OF SIGNER (Type or Print)

19C. DATE SIGNED
13-MARCH-2019

STANDARD FORM 26 (REV. 5/2011)
Purchased by GSA - FAR (48 CFR) 52.214(a)
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<td>Automated Directives System</td>
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<td>AIDAR</td>
<td>USAID Acquisition Regulation</td>
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<tr>
<td>AM</td>
<td>Activity Manager</td>
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<td>AMELA</td>
<td>Afghanistan Monitoring, Evaluation, and Learning Activity</td>
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<td>AMELP</td>
<td>Activity Monitoring, Evaluation, and Learning Plan</td>
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<td>Full Form</td>
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<td>NCAGE</td>
<td>NATO Commercial and Governmental Entity</td>
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<td>Performance Plan and Report</td>
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<td>SAM</td>
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<tr>
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<td>USAID</td>
<td>United States Agency for International Development</td>
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<td>United States Government</td>
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PART I - THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to procure the service of a Contractor for the implementation of the Afghanistan Monitoring, Evaluation, and Learning Activity (AMELA).

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract. For the consideration set forth below, the Contractor must provide the deliverables or outputs described in Section C and comply with all contract requirements.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The total estimated cost for the performance of the work for the two year base period, required hereunder, exclusive of fixed fee, if any, is [redacted]. The fixed fee, if any, is [redacted]. The total estimated cost plus fixed fee, if any, is [redacted].

(b) The total estimated cost for the performance of the work for Option Period 1, if exercised, exclusive of fee, is [redacted]. The fixed fee, if any, is [redacted]. The total estimated cost plus fixed fee, if any, is [redacted].

(c) The total estimated cost for the performance of the work for Option Period 2, if exercised, exclusive of fee, is [redacted]. The fixed fee, if any, is [redacted]. The total estimated cost plus fixed fee, if any, is [redacted].

(d) The total estimated cost for the performance of the work for Option Period 3, if exercised exclusive of fee, is [redacted]. The fixed fee, if any, is [redacted]. The total estimated cost plus fixed fee, if any, is [redacted].

(e) The total estimated cost for the performance of the work, including the base period and if all options are exercised, exclusive of fee is [redacted]. The total fixed fee, if any, is [redacted]. The total estimated amount plus fixed fee, if any, for the base and all options is [redacted].

(f) Within the estimated cost for the base period, plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable and allocable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is [redacted]. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22) as indicated in Section I of this contract.

(g) Funds obligated hereunder are anticipated to be sufficient through [redacted].
B.4 CONTRACT BUDGET

The total cost of the Contract is as follows:

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Note:
The inclusion of any costs in the above budget does not obviate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract including the applicable cost principles (see clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract.

B.5 INDIRECT COSTS

For the Prime Contractor: Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:
Note: The Contractor is allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor’s usual accounting procedures, consistent with FAR Part 31, and their Negotiated Indirect Cost Rate Agreement (NICRA).

B.7 COST REIMBURSABLE

Allowable costs will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (June 2013), FAR 52.216-8, Fixed Fee (June 2011), if applicable, and AIDAR 752.7003, Documentation for Payment.

B.8 PAYMENT OF FIXED FEE

(a) Pursuant to FAR 16.306 (d) “Cost-Plus-Fixed-Fee Contracts”, payment of fixed fee will be based on completion of the deliverables described in Sections C and F of this contract and in accordance with the approved Fee Schedule below.
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[END OF SECTION B]
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Title of Activity: Afghanistan Monitoring, Evaluation, and Learning Activity (AMELA)

C.1 PURPOSE

AMELA will contribute to ensuring that USAID’s development programs in Afghanistan achieve their intended results through strong performance management service provision, in an efficient and cost-effective manner, with a focus on evaluation technical support services, monitoring technical support services, learning and adaptive management services, and program support services.

C.2 BACKGROUND

During the past decade, Afghanistan has made remarkable development gains thanks to the whole-of-government efforts of the United States, international partners, the Government of Afghanistan, and the Afghan people. With almost $17 billion spent on development programs in Afghanistan since 2002, USAID has been an instrumental player in the achievement of these gains, and provides the largest bilateral civilian assistance program to Afghanistan. USAID partners with the government and people of Afghanistan to ensure economic growth led by the country’s private sector, to establish a democratic and capable state governed by the rule of law, and to provide basic health and education services for all Afghans.

Yet, despite accomplishments realized through USAID interventions, significant challenges still remain. According to the World Bank, 39 percent of Afghans live in poverty and unemployment remains high. Roughly 55 percent of the population is under age 20 and an estimated 400,000 young Afghans enter the labor market each year. According to the United Nations World Food Program, nearly one-third of the population is food insecure and many still lack access to basic services. Thousands of children still lack access to education and suffer from chronic malnutrition.

In response to continued development challenges, and to promote long-term peace and stability in Afghanistan, USAID/Afghanistan implements the Plan for Transition Strategy 2015-2018, which outlines strategic objectives for U.S. development assistance in Afghanistan. Given that the strategy ends in 2018, the Mission is currently embarking on the development of a new strategic framework that will guide its development efforts for up to the next five years. Offerors must be prepared to operate within the Mission’s new strategic framework.

USAID/Afghanistan recognizes that high quality performance monitoring and evaluation (M&E), supported by strong and systematic learning processes, are important means to obtain meaningful information about the Mission’s activities and, in turn, improve program management and effectiveness.
The USAID Evaluation Policy (2011) (Attachment J.12), the recently passed Foreign Aid Transparency and Accountability Act of 2016, as well as recent revisions made to the ADS 200 series demonstrate the Agency’s desire to establish strong M&E and learning systems to apply learning gained from evidence and analysis. In Afghanistan, USAID has implemented several initiatives for enhancing performance information to monitor whether implementation is on track with stated goals and objectives, and to determine whether implementing partners (IPs) are managing for results. One of those initiatives was the development of the Multi-Tiered Monitoring (MTM) approach, which requires high levels of information sharing and triangulation across monitoring actors and tools to ensure achievement of the USG’s development goals and proper management of taxpayer funds. Additional efforts to apply robust evaluation utilization, better analyze and visualize M&E data, and conduct evaluations and assessments using innovative approaches have also been implemented or are underway.

While the Mission is committed to implementing a robust M&E program, the drawdown of international forces, deteriorating security situation, and centralization of USG civilian staff in Kabul has limited USAID’s ability to directly monitor its activities, particularly outside of Kabul. As such, USAID relies on the use of local third party monitors to visit activity sites and provide monitoring and verification reports as part of USAID’s MTM approach. In its evaluation and assessment work, USAID also relies on local experts and firms that are able to travel to areas that are generally off-limits for expatriate staff. Offerors must have the capability to successfully work in the fluid and dynamic Afghanistan operating context, including as it relates to M&E data collection and analysis.

In an increasingly difficult global economic environment, the drive for greater aid effectiveness has become a major concern for the international development community. Like many other development agencies, USAID/Afghanistan is under pressure to demonstrate a strong results orientation, and to report on the evidence that its interventions produce impact. The emphasis across the donor community on better monitoring and evaluation, as well as learning processes that ensure the effective utilization of M&E data, is reflective of this trend. M&E is a primary institutional channel for measuring and documenting that USAID activities produce sustainable results that benefit their target groups. M&E data support sound decision-making, accountability, learning, and capacity development, which in turn help to better achieve development results.

AMELA is a five-year contract, with a two-year base period and three one-year option periods. AMELA is designed to capitalize on the experience derived from past projects (both USAID and non-USAID), programs, and policies in order to contribute to improvements in project or program performance and promote organizational learning. Based on significant stakeholder feedback, and a critical review of the Mission’s past and current M&E contracts, the key objective of AMELA is to provide high quality monitoring, evaluation, and learning support services to Mission customers and ensure the robust integration of M&E and learning across the Mission portfolio. This activity will support learning, adaptive management, and capacity building processes that will greatly benefit all Mission offices while emphasizing strong core monitoring and evaluation capabilities.
C.3 OBJECTIVES

The purpose of AMELA is to provide monitoring, evaluation, and learning support services/assistance to strengthen the implementation of USAID development programs in Afghanistan, and to build the technical M&E knowledge and skills of USAID/Afghanistan Mission staff and stakeholders. The services provided under AMELA will contribute to supporting USAID/Afghanistan as an effective development organization with strong learning and adaptive management processes.

AMELA will serve as USAID’s centralized performance management support mechanism in Afghanistan. AMELA will contribute to the U.S. Government’s goal in Afghanistan of “building a safe and stable society that meets the needs of the Afghan people” by providing third party monitoring and oversight capability, external evaluation of project and activity performance, performance information that enables project managers to better adaptively manage to improve project results, and learning services to support the USAID/Afghanistan’s integration of evidence and best practices, enabling it to better target its programming and achieve its goals and objectives.

The Contractor must provide high-quality, objective, and reliable performance management support services that will allow the Mission to effectively collect performance and development-related data (particularly in environments that pose challenges to accessibility) to ensure the achievement of the Mission’s development objectives. The four key objectives of this contract are described below:

A. Evaluation Technical Support Services:

Provide the following analytical services: mid-term and final evaluations, performance and impact evaluations, geographic and sectoral assessments, activity-specific assessments and verifications, sectoral surveys, and baseline analyses.

B. Monitoring Technical Support Services:

Provide monitoring and verification technical support services that strengthen evidence-based decision-making for design and implementation of development programming. This is achieved through third-party monitoring (TPM), a component of the Mission’s Multi-Tiered Monitoring (MTM) approach, including, but not limited to, design and implementation of TPM tools and approaches, field-based data collection and verification, and data quality assessments (DQAs). This will require travelling to USAID-funded project sites to meet with beneficiaries (including in hard-to-reach areas), conducting appropriate sampling based on the nature of activity and oversight needed, verifying project implementation and monitoring data, and developing useful reports for project managers.

C. Learning and Adaptive Management Support Services:

Support operationalization of collaboration, learning, adaptation (CLA) and knowledge management within USAID/Afghanistan throughout the Program Cycle.
This component will additionally focus on capacity building activities that bolster USAID staff and stakeholders’ M&E, learning, and overall performance management capabilities and skills.

D. Program Support Services:

Provide USAID/Afghanistan with performance management-related, short-term advisory assistance to support Mission-wide strategic and performance planning, including analytical work to support mission Program Cycle processes, development and implementation of a mission-wide Performance Management Plan, and assistance with project- and activity-level M&E and learning-related tasks, such as DQAs, indicator development, and the organization of partner and stakeholder meetings to discuss progress and results.

C.4 SCOPE OF WORK

The AMELA mechanism will support all USAID activities in Afghanistan. USAID/Afghanistan currently manages an active pipeline of $3.2 billion within a portfolio of approximately 115 active awards and with activity implementation taking place in all 34 provinces.

It is critical that the Contractor engages with all of USAID/Afghanistan’s technical and support offices, as well as with IPs and other stakeholders for the success of this contract. This engagement will provide an opportunity for the Contractor to develop a comprehensive understanding of challenges and opportunities in M&E and learning across the entire USAID/Afghanistan portfolio, and foster a more collaborative working relationship with both USAID and external partners.

The Contractor must abide by applicable USAID principles and requirements, including USAID’s Evaluation Policy; the ADS 200 series (found at https://www.usaid.gov/who-we-are/agency-policy/series-200) (Attachment J.12); and the Mission’s performance management policies, particularly its Mission Orders on Performance Monitoring and Evaluation. The Contractor must provide sector-specific expertise, and employ the most recent and innovative techniques and approaches in M&E and learning, while ensuring cost-effective provision of services.

The Contractor must provide direct services and operational support to fulfill all potential requirements for the four (4) components illustrated below.

The AMELA Contracting Officer’s Representative (COR), with the written approval of the Contracting Officer, will issue work orders that will require the Contractor to carry out specific tasks within the broad components outlined. The COR will send work orders via electronic mail to the Chief of Party and Deputy Chief of Party. The four components are detailed as such:

1) Component 1 - Evaluation Technical Support Services

a) The Contractor must carry out high-quality, timely, and useful evaluations and assessments of USAID/Afghanistan’s development projects and activities. The results, findings, and recommendations from these evaluations will allow the Mission to actively manage these
projects and activities – as well as plan future projects and activities – using evidence as a basis for decision-making. High-quality evaluations and assessments of USAID/Afghanistan projects and activities will contribute to the achievement of the results defined in the Mission’s development strategy. The Contractor must carry out a maximum of eight (8) activity-level performance evaluations per year for the next five years, which includes evaluations of one government-to-government (G2G) assistance award each year. G2G evaluations must support a close working partnership with government officials, and may require specialized approaches.

In the case of G2G evaluations, the contractor, in collaboration with USAID/Afghanistan, must consider the use of host government systems for data collection, but remain prepared to supplement this data with additional data collected by the contractor. In addition, the Contractor must carry out one whole-of-project evaluation,\(^1\) as well as one strategy evaluation over the life of contract. The Contractor will also be required to carry out a maximum of five (5) assessments, special studies, surveys or other analytical products per year for the next five years and a maximum of one (1) impact evaluation over the life of this contract. The number of evaluations/assessments may vary, depending on the needs of the Mission.

b) The Contractor must recruit, as needed, the short-term technical staff needed to carry out evaluations and other analytical products; provide all logistical support for in-country teams carrying out analytical work; provide quality control for all deliverables; facilitate presentations to the Mission, and other donors and partners on the findings; and finalize evaluation/assessment reports in coordination with the Office of Program and Project Development (OPPD) and the appropriate Technical Offices. The Contractor must also develop dissemination materials, such as infographics of evaluation findings and short summary briefs that incorporate visuals, organize dissemination events, and propose dissemination approaches that encourage the utilization of evaluation findings. Upon final clearance of the evaluation report, the Contractor must submit the report to the Development Experience Clearinghouse (DEC) within 30 days.

c) Evaluations under this contract will inform specific management decisions at the Mission. As such, the contractor’s recommendations resulting from evaluation/assessment activities must be actionable. The Mission will internally track these recommendations, and document related decisions regarding their implementation, including timelines for action and resolution. The Contractor must provide clear and actionable recommendations to USAID as part of final evaluation or assessment reports.

The Contractor must provide support on the following different types of evaluation or assessment activities:

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\(^1\) See USAID Learning Lab: [https://usaidlearninglab.org/library/whole-project-evaluation-0](https://usaidlearninglab.org/library/whole-project-evaluation-0)
(i) Performance Evaluations

Per ADS Chapter 201, performance evaluations encompass a broad range of evaluation methods and often incorporate before-after comparisons, though they generally lack a rigorously defined counterfactual.

a) The Contractor must design and implement qualitative methods and mixed methods evaluations. Performance evaluations may address descriptive, normative, and/or cause-and-effect questions, such as what a particular project has achieved (either at an intermediate point in execution or at the conclusion of an implementation period); how it is being implemented; how it is perceived and valued; whether expected results are being achieved; and other questions that are pertinent to program design, management and operational decision making. Performance evaluations often draw upon mixed qualitative (e.g., key informant interviews, focus group discussions, group interviews, direct observation, etc.) and quantitative (e.g., surveys) methods.

b) In the case of mid-term performance evaluations, the Contractor must provide actionable short-term recommendations to inform decisions on the management and performance of ongoing project/activity implementation and, as applicable, long-term recommendations that can help design similar projects or activities in the future. For final performance evaluations, recommendations will mainly focus on informing decisions such as designing a follow-on project/activity, new strategy, and/or making a strategic decision. The majority of evaluations to be conducted under the contract will be performance evaluations.

Performance evaluations can be planned throughout the strategy, project, or activity life cycle, though the Mission has most typically planned performance evaluations at the mid-way point or at the end of activities, to inform either the ongoing implementation of the activity or the design of new projects/activities.

(ii) Impact evaluations

Impact evaluations measure the change in a development outcome attributable to a defined intervention and inputs; thus, impact evaluations are based on models of cause-and-effect and require a credible and rigorously defined counterfactual to control for factors other than the intervention that might account for the observed change.

The Contractor must design and implement impact evaluations using experimental or quasi-experimental designs. Using experimental designs, the Contractor must generate treatment and control groups by randomly allocating the intervention among eligible participants. Using quasi-experimental designs, the Contractor must generate treatment and comparison groups without using random assignment. Examples of expected quasi-experimental approaches include propensity score matching, difference-in-differences, and regression discontinuity. The Contractor must coordinate impact evaluation planning, design, and implementation with the IP(s) implementing the activity that will be evaluated. The Contractor must collect baseline data for the impact evaluation as early as possible in design and implementation of the activity being evaluated.
The Contractor must be able to use innovative approaches to data collection due to the constraints of Afghanistan’s operating environment. Depending on operating environment considerations and the nature of the evaluation questions, a rigorous performance evaluation design that allows for before-after comparisons may be favored over an experimental or quasi-experimental design.

(iii) Assessments/Special Studies/Surveys

a) The Contractor must carry out up to five (5) assessments, special studies, surveys or other analytical products per year for the purpose of informing strategy/project/activity progress, understanding the contextual factors impacting programs implementation, and/or design or re-design efforts. Selected assessment themes may include, but are not limited to, gender analyses; sustainability analyses; cost-benefit analyses; political economy analyses; youth-and-women-engagement in Mission interventions; environmental analyses; climate risk screening; and/or sectoral or geographic assessments across USAID/Afghanistan’s portfolio. Surveys may include baseline or beneficiary surveys.

b) The Contractor must provide logistical support and quality control; facilitate presentations to the Mission, Government of Afghanistan, and other donors and partners on the findings, and solicit feedback on recommendations; and finalize the final report in coordination with USAID/Afghanistan, through the COR. Upon final clearance of the report, the Contractor must submit the report to the Development Experience Clearinghouse (DEC) within 30 days.

2) Component 2 – Monitoring Technical Support Services

The drawdown of international military forces and centralization of USG civilian staff in Kabul has severely limited USAID’s ability to conduct in-person site visits to implementation areas. In response, USAID/Afghanistan developed a Multi-Tiered Monitoring (MTM) approach to collect and verify information and inform decision making. USAID’s MTM approach requires that monitoring information be triangulated across monitoring actors and sources of information to ensure achievement of the USG’s development goals and proper management of taxpayer funds. The MTM approach requires CORs/AORs/Activity Managers to gather and analyze data from multiple sources, triangulate information to ensure confidence in the reporting, and use the results to make programmatic decisions. Tiers of the MTM approach include: direct observation and/or third party monitoring of USAID activities; review of implementing partner reporting; and corroboration of information with stakeholders and beneficiaries.

a) The Contractor must provide high-quality, timely, and useful third party monitoring and verification services for USAID activities in areas deemed non-permissible for USAID staff, including in high-threat and security restricted areas outside of Kabul. The Contractor must conduct third party monitoring and verification of a maximum of fifty (50) USAID/Afghanistan awards, which includes a maximum of five (5) active G2G awards, over the period of performance of this contract. The Contractor is responsible for all aspects of implementing a robust monitoring and verification approach including, but not limited to, recruiting, training, and deploying third party monitors; developing or adapting tools and approaches to collect, store, and analyze monitoring and verification data; analysis and
synthesis of data for USAID program managers to inform corrective actions and decision-making; and implementing a strong data validation approach to ensure the quality and validity of the data being received from monitors. The objectives of the third-party monitoring and verification are two-fold: 1) provide information required for sound remote adaptive management at the activity level, and 2) verify partner reports on implementation. Monitoring and verification must be approached not only as a tool for accountability and reporting, but also for learning and performance improvement.

b) Monitoring support services for G2G agreements between USAID/Afghanistan and the Government of Afghanistan must focus on strengthening and supporting the relationship between USAID and the Government of Afghanistan. This means that monitoring support services for G2G activities must include the appropriate Government of Afghanistan officials – both at the national and provincial/local levels – contributing to building and strengthening these relationships. The Contractor must utilize alternative methods that mitigate the weaknesses within the Government of Afghanistan where capacity and/or systems are limited, and restricting the contractor’s ability to conduct monitoring support tasks. The Contractor must adapt and ensure its approaches and processes conform to the specifications within the varied host country agreements.

Specific monitoring technical support service tasks will include, but are not limited to:

(i) Third Party Monitoring Infrastructure (e.g., tools, approaches)

a) The Contractor must develop a comprehensive approach to conducting third party monitoring that will cover all USAID awards that USAID staff cannot directly observe and which are contractually eligible to receive this service. The contractor’s approach to third party monitoring must include, but is not limited to:

- Consultations with CORs/AORs/On Budget Monitors(OBMs)/Activity Managers to understand the monitoring and verification needs of the individual activities they manage;
- Development and revision of standardized monitoring and verification modules for the intervention types covered by USAID that include questionnaires, sampling frames, and analysis plans, which can be further tailored to the needs of individual activities;
- Utilization of mobile data collection tools (e.g., smartphones) and other technology applications to facilitate monitoring data collection, as appropriate;
- Recruiting and training local monitors in data collection tools and procedures, training protocols, guidelines, and other resources for the third party monitors employed by the contractor; and development or adoption of a secure, National Institute of Standards and Technology (NIST)-compliant technology platform for collection and storage of third party monitoring data.

Note: Any datasets collected by the Contractor that meet the public disclosure requirements detailed in ADS 579 must be machine-readable and must meet the standards of the Development Data Library (DDL), USAID’s public repository of Agency-funded data.
b) The Contractor must utilize rigorous methods to analyze the quantitative and qualitative data obtained through monitoring activities. In addition, the Contractor is required to build a strong learning and utilization focus into its monitoring approach.

At a minimum, this must include:

- A maximum of four (4) reviews with USAID staff, IPs, third party monitors, and other relevant stakeholders per activity year to review monitoring and verification findings and discuss opportunities to address monitoring and implementation challenges and to understand what is working and/or what is not working as it relates to third party monitoring tools and approaches; and
- Analysis of opportunities to increase efficiency and effectiveness of monitoring approaches.

It is expected that the third party monitoring approach implemented by the Contractor under this award must be adaptively managed in response to the changing operating environment and opportunities to continuously improve how USAID does monitoring and oversight in Afghanistan.

(ii) Site Visits and Activity Verification

a) The Contractor must identify creative, innovative approaches to providing monitoring and verification services for USAID/Afghanistan activities that are implemented in remote or difficult-to-reach areas. USAID activities generally have three types of outputs that require monitoring:

- Beneficiary-based outputs (e.g., people who have received training, recipients of technical assistance, people who have attended workshops, loan recipients, and beneficiaries of an agricultural extension project, among others).
- Tangible outputs (e.g., small-scale infrastructure, irrigation canals, schools, clinics, orchards or vineyards planted, etc.).
- Real-time events (e.g., training sessions, workshops, work with media, or other events reported by IPs).

Note: Monitoring methodologies could include the utilization of Global Positioning System (GPS) location-stamped photos; data from GPS tracking devices and/or remote sensing; surveys (e.g., rapidly deployed crowdsourced/community mobilization or longer-term door-to-door household surveys); and remote data collection using mobile devices (e.g., SMS, text message, and Interactive Voice Response approaches).

b) The Contractor must build into its approach an internal verification process that includes continuous or periodic data quality assurance checks to ensure that the information it is receiving from third party monitors is accurate and valid. In addition, the Contractor must implement procedures that aim to ensure the safety of monitors and the safeguarding of monitoring data.
c) Based on the activity work plans for all activities that will receive third party monitoring in the subsequent month, the Contractor will develop a monthly site visit schedule. The site visit schedule will include monitoring and verification visits for a sample of activity interventions occurring that month.

Site visit sampling does not need to be designed for statistical significance, but it must enable the AOR/COR/OBM/AM to make a reasonable case that the sites visited are representative of the sites they were unable to visit themselves. USAID does not have policy guidance on how frequently site visits must occur and this is dependent on the individual COR/AOR and technical office. However, for the purposes of this award, the Contractor must expect to conduct a maximum of twelve (12) site visits per quarter per activity.

d) The Contractor must provide the COR/AOR/OBM/AM with the necessary data to verify partner compliance with award requirements, including, but not limited to, activities conducted under the work plan, results achieved, participant training requirements, environmental requirements or environmental plans, and marking and branding compliance.

e) For infrastructure projects, USAID/Afghanistan has executed agreements with engineering firms to conduct oversight and quality control of construction tasks. Nevertheless, the ultimate effect on beneficiaries of those construction activities (e.g. roads, dams, power plants, schools or clinics constructed) remains of interest to USAID/Afghanistan. Therefore, the Contractor must support the monitoring of higher-order effects of these construction projects and activities, as required.

(iii)Reporting

The Contractor must document its findings from monitoring and verification visits in monthly reports, which summarize and analyze the quantitative and qualitative data from the site visits and other monitoring tasks. The reports must address all monitoring questions identified by COR/AOR/OBM/AMs in an easy-to-read and comprehend format that highlights key findings, observations, and problems/issues/challenges, and provides recommendations, as appropriate. The reports must also include data visualizations that help AOR/COR/OBM/AMs to better interpret and make sense of monitoring findings. These reports, along with supplementary materials (appendices), including site visit reports, time- and date-stamped, geo-tagged photographs, GPS verification, and other relevant materials, must be submitted electronically. The Contractor is required to work closely with the Afghan Info and other Information Technology (IT) teams to understand the format and requirements for data submission as the Afghan Info web-application develops and evolves.

3) Component 3 – Learning and Adaptive Management Services

Building on Components 1 and 2, Component 3 involves addressing USAID/Afghanistan’s internal capacity, practices, attitudes, and openness to promoting learning, change, and adaptation as it relates to monitoring and evaluation findings.
The Contractor must propose a wide range of methods for broadening staff responsibility for more effectively executing USAID/Afghanistan’s development strategy, and pursuing organizational collaboration, learning, and adaptive management among an increasingly diverse set of USAID and key partner staff. The Contractor must assist USAID staff and leadership to advance learning and adaptive management throughout the Mission, including by conducting analyses of organizational culture and processes to identify opportunities to better integrate collaboration, learning, and adaptive management and provide a baseline for tracking organizational learning and change.

(i) Collaboration, Learning, and Adapting (CLA)

Component 3 will assist in advancing USAID/Afghanistan’s CLA and Knowledge Management approach. The Mission’s CLA and Knowledge Management approach, which will be embedded in the new country strategy and Mission Performance Management plan, will include:

- Key questions and critical knowledge gaps or ‘lines of investigation’ that need to be addressed to inform progress toward the results in USAID/Afghanistan’s country strategy and project and activity design;
- Description of the Mission processes that will support the implementation of the CLA and Knowledge Management approach;
- Triggers related to scenario planning that will inform potential adjustments in program/project implementation; and
- Analytical gaps to be addressed through evaluations, assessments, or special studies.

Implementation of this element will be flexible to meet the Mission’s identified learning needs to accommodate emerging questions and areas of interest. Emerging areas of interest may also be driven by changes in key Mission personnel, new policies and directives from Washington, budget levels, and changes in Afghanistan’s operating environment.

The Contractor must provide the following CLA support services, including, but not limited to:

a) Analyze and synthesize performance monitoring and evaluation data (such as by results in the country strategy, cross-cutting objectives, geographic focus, or key area of interest), including to reassess learning agenda questions and integrate learning into programming, monitoring, and evaluation plans, as required;

b) Support up to four (4) learning events each year (e.g., internal portfolio reviews, joint portfolio reviews with the Government of Afghanistan, themed evaluation or “evidence” summits) to strengthen USAID/Afghanistan’s analytical and learning processes;

c) Support meetings, events, and other collaboration opportunities with IPs and stakeholders to discuss findings from monitoring data, evaluations, and/or assessments;

d) Identify relevant local knowledge sources and make this knowledge available in a useable form;
**e)** Document and make available in useable form analytic results, studies, and evaluation reports and final summary reports from major stakeholder events, including any recommendations and follow-up actions;

**f)** Assist in the dissemination of evaluation findings, good practices, and lessons learned from evaluations and other analytical products;

**g)** Facilitate the development and implementation of USAID/Afghanistan’s CLA and Knowledge Management approach, including by conducting an organizational learning and M&E capacity-building assessment that provides recommendations to support USAID/Afghanistan to more effectively integrate CLA in the USAID/Afghanistan context to improve program implementation and results.

**(ii) M&E Capacity Building**

USAID has introduced a number of new policy initiatives and reforms in recent years, which have increased a focus on improved monitoring, evaluation, and learning practices. These policy changes have resulted in an increased need for monitoring and evaluation skills among staff throughout the Mission, as well as with key Mission stakeholders.

**a)** Under this contract the Contractor must work to increase the M&E and learning technical skills of relevant USAID/Afghanistan staff and stakeholders.

**b)** The Contractor must assist OPPD to bolster USAID/Afghanistan’s internal M&E and learning capacity, as well as potentially the capacity of Host Country Government stakeholders and IPs, by delivering targeted technical assistance and training services a maximum of three (3) times each year. Topics/areas for capacity building for USAID must include the following:

- Preparing for and managing evaluations, including development of evaluation Statements of Work (SOWs);
- Selecting appropriate evaluation approaches, questions, and methodologies for SOWs;
- Tracking and utilizing evaluation recommendations;
- Developing and selecting indicators, assuring data quality, tracking and aggregating data across multiple sources, data analysis, and dissemination of findings;
- Defining and collecting output and outcome indicators for higher or intermediate level results;
- Linking budgets and results data;
- Analyzing and understanding monitoring and other performance data;
- Planning for, performing, and analyzing data quality assessments;
- Standardizing the data transfer between specific contracts/activities and the Mission-level performance management system;
- Using geospatial data; and
- Other topics, as needed and appropriate.
Similar topics are expected for Host Country Government audiences though will need to be tailored to the specific ministry and its performance management processes. Training will only be conducted for IPs as a means to communicate new or updated USAID M&E and learning guidance or in the event that USAID identifies a targeted M&E concern across multiple partners that USAID believes can be addressed through training.

c) As part of this component’s capacity-building work, the Contractor must produce relevant technical guides and training and reference materials that support the M&E skills enhancement of USAID/Afghanistan staff and partners and Host Country Government stakeholders.

4) Component 4 - Program Support Services

The USAID Program Cycle emphasizes the need for USAID to rely on the best available evidence to rigorously and credibly make hard choices, improve implementation, learn more systematically, adapt approaches, and document program effectiveness. Within this context, the Mission’s PMP and other relevant performance information is used to systematically monitor and measure progress toward achieving the results in the Mission’s country strategy, and compare progress toward those results with previously established baseline situations and targets.

This contract will serve as a vehicle for providing OPPD and Technical Offices with overall performance management advisory assistance linked to the USAID Program Cycle, which may include but is not limited to:

- M&E-related, short-term advisory assistance to support Mission-wide strategic planning and portfolio alignment efforts;
- Support to develop and refine a mission-wide Performance Management Plan (PMP);
- Analytical work and advisory services to inform Mission Program Cycle processes and portfolio reviews;
- Assistance and advisory support in the development and/or refinement of appropriate standardized and custom indicators and development of performance indicator reference sheets;
- Mission-wide data quality assessments (DQA) of externally reported indicators ahead of the annual Performance Plan and Report (PPR). DQAs must include recommendations to ensure the soundness of data collection methods and common definitions, and facilitate aggregation of data from multiple partners/sources. The Contractor is expected to support the completion of a mission-wide DQA report for a maximum of 100 selected PMP and PPR indicators and DQA reports for up to thirty (30) additional indicators identified by technical offices as having potential data quality concerns or requiring additional data verification, upon request through the life of this contract;
- Supporting baseline and ongoing data collection of cross-cutting indicators, including but not limited to gender, local capacity building, science and technology, or other indicators that cut across sectors;
- Geographic Information System (GIS) and Global Positioning System (GPS) consultation in terms of (1) conducting spatial analysis using data from USAID and other sources, (2) producing different map products for use in programming, and (3) maintaining and updating Geo/Meta databases for use by USAID and its partners. All GIS and GPS consultation and work products will be in support of Components I, II, and III;
- Information and data management support related to M&E data; and
- Provide translations of AMELA deliverables and work products into Dari and/or Pashto, as required.

C.5 CONTRACTOR COORDINATION WITH THE COR

The COR will coordinate with USAID/Afghanistan technical staff and the Contractor on services to be required through this contract mechanism.

a) The Contractor must work closely with the COR and OPPD on all relevant coordination issues related to implementation of activities, including capacity building. The Contractor must propose a workflow process, to be approved by the COR upon start-up, and incorporated into each year’s Annual Work Plan.

b) The Contractor must establish an internal system to track overall expenditures on the required components and specific activities commissioned through the contract.

Mobilization of Support Services

The COR will provide prioritized activities, activity-specific requirements, and related documentation (e.g. activity work statements) based on Mission needs and demands, which the Contractor must document in its Annual Work Plan.

USAID/Afghanistan will determine the needed evaluations and assessments through an internal process based on the development and revision of the Mission’s PMP, which includes monitoring, evaluation, and assessment plans by Technical Office or Country Development Cooperation Strategy (CDCS) Development Objective Team.

In order to expedite startup, the Contractor must develop templates, modules, and work order procedures for routine activities, such as third party monitoring and verification visits and evaluation SOWs. Additionally, the contractor, in collaboration with the COR, must prioritize activities to be included in the detailed work plan based on the following criteria:

- Well-defined, clearly stated purpose (e.g. to inform new projects, test a development hypothesis, meet current administration priorities, provide lessons learned, etc.);
- Supports learning on Mission identified priorities, cross-cutting themes, and/or special issues;
- Achievable within the expected timeframe, geographic location, and budget, with sufficient quality and comprehensiveness that will provide useful, quality results;
- Supports clarity for programs/projects/activities that have more complex monitoring needs or are in difficult to reach geographic locations;
● Achieves a sufficient degree of cost-benefit (including factors such as location, level of
effort, potential replication, etc.) given the size and importance of the
program/project/activity;
● Balances support to all interested Technical Offices and CDCS Development Objectives; and
● Responds to or follows-up from audit findings.

Data and Knowledge Management

a) The Contractor will need to interact with many of USAID/Afghanistan’s IPs. Consequently,
the Contractor must work with the COR and the Mission’s IPs to establish a coordinated
system of communication and information sharing, as well as a protocol to de-conflict data
collection. The Contractor must ensure coordination and non-duplication of effort with other
similar activities conducted through the Mission. Additionally, some products, such as
evaluations and third-party monitoring reports, will involve discussion and coordination
between the contractor, USAID, and USAID IPs.

b) As reported information may impact policy formulation with various stakeholders, including
USAID/Afghanistan, USAID/Washington, the U.S. Congress, the Government of
Afghanistan, and other donors, as such, data quality and integrity are of utmost importance.

c) The regular information gathering that the Contractor will conduct throughout Afghanistan
will generate a large amount of data on the achievement of USAID/Afghanistan’s goals and
development objectives, as well as the performance of projects and activities in
USAID/Afghanistan’s portfolio. The Contractor is expected to capture, store, and manage
this data in such a way that supports aggregation, analysis, visualization, and reporting. The
Contractor must make this data readily available to USAID personnel in an easily accessible,
consistent, and understandable format.

d) The Contractor has specific reporting requirements for Afghan Info and must work with the
AMELA COR to understand the Afghan Info modules and reporting requirements. At this
time, Afghan Info does not have a portal to specifically capture third party monitoring data;
if, in the future, USAID augments Afghan Info to allow for the capture of this data, the
Contractor will be expected to coordinate with USAID on using Afghan Info to store third
party monitoring data.

C.6 GENDER CONSIDERATIONS

USAID requires the Contractor to undertake efforts to prevent discrimination and violence
against women and girls, provide economic and leadership opportunities, increase participation
of women in the political process, improve security for women and girls, promote education,
health and well-being, and other efforts designed to directly benefit women and girls.

The Contractor must support USAID/Afghanistan’s implementation of the Agency’s gender
policy related to monitoring, evaluation, and learning as outlined in ADS 205.3.6.
In conducting monitoring activities, the Contractor must verify the participation of women in training and technical assistance activities and disaggregate by sex for all person-level indicator data it collects. The Contractor must familiarize itself with the Agency’s M&E-related gender policies, and must be prepared to provide technical assistance, as required.

The Contractor must ensure, to the maximum extent possible, that both female and male perspectives are incorporated in methodologies, data collection, and analysis for all evaluations and other analytical products conducted over the life of the award. This may require weighted sampling and data collection approaches, hiring female enumerators, conducting separate focus group discussions for men or women, or other approaches.

For any evaluation questions that involve people-level outcomes, the Contractor will incorporate in its evaluation designs an analysis of gender-specific or gender-differential impacts.

In addition, the Contractor must support USAID/Afghanistan to ensure that its programming appropriately addresses gender by conducting gender assessments and analyses for specific sectors, upon request.

C.7 ENVIRONMENTAL CONSIDERATIONS

AMELA will serve as USAID/Afghanistan's central M&E support services mechanism. Its activities fall under four main components (Evaluation Technical Services; Monitoring Technical Services; Learning and Adaptive Management Services; and Program Support Services) and do not have an effect on the natural and physical environment per 22 CFR 216.2(c)(2)(i), (iii), (v) and (xiv), and are thus categorically excluded from any further environmental review requirements.

C.8 SUSTAINABILITY CONSIDERATIONS

To address sustainability, the Contractor must:

- Develop USAID/Afghanistan’s institutional capacity for M&E, learning, and adaptation through the creation, practice, and development of policies, processes, attitudes and resources that support sustainability.
- Build relationships with regional and local Afghan experts, academia, and government.
- Engage multiple stakeholders, including government, civil society, and academia, in sharing best practices in development implementation as well as demonstrating and implementing various, promising aspects and techniques of CLA.

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

D.1 BRANDING STRATEGY

(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 Subcontractors' 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 also 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:

Activity Name: Afghanistan Monitoring, Evaluation, and Learning Activity (AMELA)

Branding: The Contractor must use full branding and the USAID tagline “From the American People” on materials and communications, which may be translated into local languages as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Representative (COR) and Contracting Officer (CO).

Desired Level of Visibility: USAID’s identity must be prominently displayed on commodities or equipment; in printed, audio, visual or electronic public communications; in studies, reports, publications, web sites, and all promotional and informational products; and events.

Organizations to Acknowledge: The branding may acknowledge other organizations deemed as partners of an event or deliverable.

D.2 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 must 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 must be retained by the Contractor.

D.3 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 subcontractors 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.

D.4 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION & MARKING PLAN

Branding & Marking under this contract must comply with the USAID Graphic Standards Manual in accordance with ADS 320, available at http://www.usaid.gov/branding, or any successor branding policy. The Contractors’ Branding Implementation Plan/Marking Plan will be reviewed for approval.

[END OF SECTION D]
SECTION E: INSPECTION AND ACCEPTANCE

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 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.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall be subject to the performance standards set forth in Sections C and F. Unless otherwise specified, inspection and acceptance shall take place at USAID/Afghanistan, Kabul.

Inspection of all deliverables required hereunder must be made by the Contracting Officer’s Representative (COR). The COR listed in Section G has been delegated authority to inspect and accept all services, reports and other required deliverables. 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 OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

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F.2 PERIOD OF PERFORMANCE

F.3 PLACE OF PERFORMANCE

F.4 PLANS AND REPORTS

In addition to the requirements set forth for submission of reports in Section I and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor must submit all plans, reports and other deliverables required by this contract electronically to the designated COR, with a copy to the Contracting Officer.

The Contractor is responsible for providing these plans and reports. The Contractor must allow at least 10 calendar days for review and comments from the COR on any draft plans and reports. The Contractor must submit the plans and reports set forth in Sections C and F to the COR as described below. All plans and reports must be produced in English.

(A) PLANS

1. Mobilization Plan: A realistic plan for mobilizing the project once awarded to ensure timely and effective implementation is required. The mobilization plan must demonstrate a clear understanding of the technical requirements of the contract.
The mobilization plan must address technical benchmark, management, and logistical requirements that include: planning and schedule for in country mobilization of the Chief of Party (COP), rapid mobilization of other key personnel, long term expatriate and local staff. The focus of initial activities must be on reducing any start up backlog and/or delay. The final Mobilization Plan is due within 15 calendar days from the effective date of the contract and must be submitted to the COR for approval.

2. Annual Work Plans (AWP): Annual work plans are required throughout the life of the contract. The Contractor must submit annual work plans describing how it intends to implement and organize each year’s work to the COR. It must be a coherent, realistic, evolving work plan, developed with full participation of the COR, consultations with other USAID-funded implementing partners, other donor organizations, and project counterparts, as appropriate.

The Contractor must submit Year Two and subsequent years’ Annual Work Plans for COR approval 60 calendar days prior to the expiration of the current work plan, following which the COR must have the opportunity to provide comments and the Contractor will again have 10 calendar days to incorporate any required revisions into final work plan and submit its final work plan to COR.

If accepted, the COR will provide a written approval of the final work plan to the Contractor. Must a revised work plan be necessary because of changes of activities, performance indicators or performance targets or other reasons, the Contractor must submit a revised work plan to the COR for review and approval.

The work plan must include a schedule of activities and tasks planned to be conducted, and the inputs planned to be provided by the Contractor. This must include a description of planned activities and tasks and an estimated budget organized by component and, as appropriate, by sub-components. The work plan must be accompanied by a financial plan linked to the activities proposed in the work plan. The work plan must also describe contract-level outputs that the Contractor expects to achieve during the period, linked to the performance indicators set forth in the Activity Monitoring and Evaluation Plan.

3. Activity Monitoring, Evaluation and Learning Plan (AMELP): The first year annual work plan must be accompanied with the Activity Monitoring, Evaluation and Learning Plan (AMELP) that complies with the requirements in ADS 201. The Plan must include, at a minimum: brief Activity overview, M&E goals and objectives, description of M&E systems and the organization’s staff structure (major roles and responsibilities), calendar of performance management tasks, list of objectively verifiable performance indicators to track results, precise definitions for each indicator (as noted by Performance Indicator Reference Sheets (PIRS)), and information on data sources and methodology for data collection, estimated values for baseline data and targets (including plan for baseline data collection if none is available).
Illustrative performance indicators, which may be further refined by the Contractor, with the concurrence of the COR, are as follows:

4. Outputs and Outcomes: Contract Performance Indicators and Targets:
The Contractor must develop and submit to the COR an Activity Monitoring, Evaluation, and Learning Plan (AMELP) within sixty (60) days of award for review and approval. The AMELP must include performance indicators and targets to be tracked over the life of the award, as well as a learning approach. Illustrative performance indicators, which may be further refined by the contractor in the AMELP, with the concurrence of the COR, can be found under Section F.4 (3).

5. Closeout Plan: The Contractor must submit a closeout plan to the COR for approval before the completion of the Activity. The plan must include an illustrative property disposition plan, a plan for phase out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract, and a timetable for completing all required actions in the closeout plan, including the submission date of the final property disposition plan to the COR.
(B) REPORTS

After receipt of the COR’s approval, reports will be uploaded to the Development Experience Clearinghouse (DEC) (https://dec.usaid.gov), as appropriate. Reporting requirements are as follows:

1. Monthly Performance Reports: The Contractor must prepare and submit monthly reports. The monthly reports must be submitted electronically to the COR and are intended to be concise reports (no more than 5 pages) that summarize progress toward accomplishment of the benchmarks set forth in the contract. The report must: (1) provide an update of progress made toward fulfillment of the activity objectives/results, (2) identify implementation issues, including discussion or mapping of any operational environmental factors (e.g., security hindering monitoring and evaluation data collection efforts, (3) contain a discussion of obstacles encountered and possible delays, if any, in fulfillment of activities included in the work plan, and/or achievement of targets set forth in the AMELP, and (4) contain a forecast of activities for the month immediately following the period being reported. The final format of the reports must be agreed upon in consultation with the COR. On the month where the Quarterly Performance Progress Report is due, the quarterly report takes the place of the monthly report.

2. Quarterly Performance Reports: The Contractor must submit a brief draft quarterly performance report to the COR no later than 15 calendar days after the end of each USAID fiscal quarter reflecting results and activities of the preceding quarter. Quarterly periods are from October 1 – December 31, January 1-March 31, and April 1- June 30. The Annual Report will be submitted in lieu of the Quarterly performance report for the period from July 1 – September 30. The report (no more than 15 pages plus annexes) must describe the plan for the reporting period (as set forth in the annual work plan) and assess overall progress for that period in relation to agreed-upon performance indicators for that quarter. A description of the specific accomplishments of the Contractor during the quarter must also be provided, including information on all activities, both ongoing and completed, by component and geographically (e.g. by region) and include success stories with a special focus on gender using stories, quotes, and photos, as appropriate. The quarterly reports must highlight any issues or problems that are affecting the timely delivery of services provided by the Contractor. The reports will also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable. The final format of the report must be agreed upon in consultation with the COR. The final quarterly performance report must be submitted within seven (7) calendar days upon receipt of COR’s comments.

3. Quarterly Financial Reports: The Contractor must submit a quarterly financial report to the COR and the Office of Financial Management (OFM) of USAID/Afghanistan within 15 calendar days after the end of each quarter. The quarterly financial reports must contain a summary page which shows spending by category for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures.
If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor must include a brief note to that effect, with the specific amount involved, thus enabling the COR to accurately track the expenditure rate. The contractor must also attach to the financial report an expenditure report that would allow the COR to understand the final cost per deliverable contracted.

4. **Accrual Reports:** Accruals report must be submitted at least 15 calendar days before the end of each quarter.

5. **Annual Reports:** Annual Reports must be submitted to the USAID CO and COR no later than 15 calendar days after the completion of each fiscal year of the activity. The Activity annual reporting period must coincide with the Mission’s annual reporting period that ends on September 30. The draft Annual Report is due by October 15 and the final report is due within 10 calendar days of receipt of COR comments. Depending on the award date, the first Annual Report might not cover twelve months of activities. The Contractor must submit a draft report, capturing results against the AMELP in a format agreed with by the COR. The COR will provide comments on the draft Annual Report and the Contractor must then submit a final report to the COR for approval. The final format of the report must be agreed upon in consultation with the COR. Annual reports will be in lieu of fourth quarterly reporting.

6. **Activity Technical Reports:** The Contractor must prepare and disseminate, as directed in the Annual Work Plan and by the COR, other reports and deliverables needed to accomplish the purpose of this contract, such as mid-term and final evaluation reports, assessment reports, survey and statistical analysis results, monitoring data reports, studies of policy and other issues, products, sectors, markets, technologies, etc. The format of all final reports must follow USAID Branding, Marking, and Graphic Standard Manual guidelines (see Section D.3), and as directed by the COR.

7. **Annual Nonexpendable Personal Property Report:** The Contractor must submit to the Contracting Officer an annual property report containing the information required by the clauses of this contract entitled “Government Property” (FAR 52.245-1) and “Government Property- USAID Reporting Requirements” (AIDAR 752.245-70). The report must be submitted within 30 calendar days from the end of the reporting period. The reporting periods are each year of this contract.

8. **Other Ad-hoc Reports:** As required from time to time, the Contractor must prepare and present data and other information needed for periodic portfolio reviews, for USAID/Afghanistan Annual Report and Congressional Budget Justifications, scene setters, briefing packages, speeches, talking points, congressional delegation briefings, success stories, press releases, and public information/outreach documents. This information will address activities that highlight the impact of USAID/Afghanistan activities. The reports will be based on specified formats, USAID-required processes, within the scope of the contract and at the request of the USAID/Afghanistan COR.
9. **Branding and Marking Plan:** A Branding and Marking Plan must be submitted within 45 calendar days for approval by the COR, in consultation with the USAID DOC.

10. **Final Report:** The Contractor must prepare and submit to the COR a detailed final/completion report which summarizes the accomplishments of this contract, methods of work used, and recommendations regarding any unfinished works. The report will include, but not be limited to:

   - Accomplishments, major results, outcomes, impacts, and lessons learned;
   - Comparison of actual results with the indicator targets established;
   - Reasons targets were not met, if applicable; any shortfall towards achieving established results and targets must be clearly explained;
   - Results of evaluations and how they were used;
   - Highlight connections between project activity and accomplishments with any significant legal and political developments that may have occurred during the lifetime of the project;
   - Other pertinent information, including the final financial status of the project; and
   - Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC).

**Summary of Plans, Reports and Other Documents**

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**F.5 DELIVERABLES**

The Contractor must submit all written deliverables electronically to the COR. Additionally, the COR may request bound or color deliverables.

The Contractor must provide ongoing and continuous support services to USAID/Afghanistan. Specific deliverables, their due dates, and frequency will be established at the start of each quarter during the period of performance as part of the Work Planning process. Deliverables will be agreed upon between the AMELA COR and the Contractor and spelled out in each work order. Expected deliverables include, but are not limited to:

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37
(A) Component 1 – Evaluation Technical Services Deliverables

1. Evaluation SOW template and any related evaluation process tools
2. Work plans, design plans, and data collection tools for each evaluation and assessment
3. Mid-brief and exit-brief presentations for each evaluation, assessment, special study and survey
4. Dissemination materials, such as infographics and summary briefs, for each evaluation, assessment, special study and survey
5. Logistics support for dissemination events
6. Raw quantitative datasets from completed evaluations (and other analytical products that involve the collection of quantitative dataset), formatted and cleaned per the guidance in ADS 579 and USAID’s Development Data Library.

(B) Component 2 – Monitoring Technical Support Services Deliverables

1. Training materials, guidance, procedures, and protocols for third party monitors
2. National Institute of Standards and Technology (NIST)-compliant technology platform for collection and storage of third party monitoring data (NIST Compliant website provided in Section J)
3. Data quality assurance and validation plan for third party monitoring data
4. Logistical and organizational support for meetings with USAID staff and partners to discuss monitoring findings

(C) Component 3 – Learning and Adaptive Management Services Deliverables

1. One report following-up on the status of recommendations from the “Organizational Learning and M&E Capacity Building Assessment” Final Report and progress made each year
2. Logistical and organizational support for a maximum of four learning events per year (e.g., evaluation dissemination, portfolio reviews, evidence summits, meetings, forums for sharing and discussing lessons-learned among partners)
3. Follow-up reports and summaries from events, including key take-away and action items
4. M&E training materials and technical guides, tools, and reference materials for USAID staff and other stakeholders for a maximum of three trainings or technical assistance activities each year

(D) Component 4 – Program Support Services Deliverables

1. M&E-related, short-term advisory assistance to support Mission-wide strategic planning and portfolio alignment efforts
2. Analytical support to develop and refine a Mission PMP
3. Baseline data collection for cross-cutting indicators and ongoing data collection for any PMP indicators not collected by Technical Offices
4. Development of performance indicators and indicator reference sheets, as requested
5. Translation of reports into Dari and/or Pashto, as requested
F.6 REPORTING FORMAT

(a) The cover page of all reports must include the USAID identity (U.S. Agency for International Development/Afghanistan) prominently displayed, the contract number, Contractor name, name of the USAID activity office (Office of Program and Project Development), the publication or issuance date of the document, document title, author name(s), activity number, and activity title. Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

(b) Hard copy reports must be prepared on non-glossy paper (preferable recycled and white or off-white) using black print. Elaborative art work, multi-colored printing, and expensive bindings are not to be used. Whenever possible, pages must be printed on both sides.

(c) Electronic formats must be submitted with the following descriptive information:

1. Operating system format, e.g. Windows or Macintosh compatible;
2. Name of application software used to create the files; e.g. Word Version 2010;
3. The format for any graphic and/or image files included, e.g., TIFF-compatible;
4. Any other necessary information, e.g.; special backup or data compression routines/software used for storing/retrieving submitted data; and
5. All files that are submitted must be unlocked.

F.7 LANGUAGE OF REPORTS AND OTHER OUTPUTS

All reports and other outputs must be in the English language, unless otherwise specified by the COR. See also AIDAR 752.211-70, Language and Measurement (June 1992), incorporated by reference into this contract.

Any supplements presented in a language other than English must be accompanied by a certified translation. The contractor, upon request, may be asked to provide reports or work products in either Dari or Pashto, as applicable.

F.8 KEY PERSONNEL
Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer and COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the Contractor without the written consent of the Contracting Officer.

The Contracting Officer reserves the right to change the designation of “key personnel” in the interest of activity management for reasons such as the Contractor’s introduction of staff changes that place non-key staff in the position of supervising or otherwise directing key personnel.

F.8.1 General Roles and Responsibilities for Key Personnel
F.9   SHORT-TERM TECHNICAL EXPERTISE

Considerable short-term technical expertise will be required under this contract. Subject to the COR’s approval, the Contractor must provide short-term expertise, which will be available on demand and scheduled as part of the work plan and scope of work approval process in the following technical specialties:
a) **Economic Growth and Agriculture** – value chain development and promotion, access to credit, integration of agriculture and nutrition, irrigation, high-value export strategy and market access, public administration, food security, increasing incomes and productivity, legal and regulatory reform, revenue collection and sustainability, and climate change adaptation;

b) **Health and Nutrition** – health system strengthening, health services improvement, community health, health communication promotion, TB, Polio, maternal health issues;

c) **Education** – access to education, education quality, education sector performance, improving basic education, supporting higher education, teacher training, public administration, literacy, education management information systems;

d) **Democracy and Governance** – civil society development, local governance, elections and political parties, corruption, accountable and transparent governance, gender equality and women’s civic leadership, public sector finance;

e) **Gender** – expanding access to health and education, creating economic opportunities, women’s rights and empowerment, women’s civic engagement;

f) **Infrastructure** – electricity generation and distribution, public administration capacity building, water and sanitation;

g) **Resilience Programming** – capacity of households and other units to respond and recover from climate, conflict, political, and other types of shocks; coordination and results of coordinated programming between humanitarian assistance, development, and sometimes security focused actors operating in the same geographic area; migration; and Other Specializations Proposed by Technical Offices

**F.10 AIDAR 752.7005 – SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)**

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the Contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) 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, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.

(B) 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.

(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/recordsmgmt/initiatives/transfer-to-nara.html).

(2) Essential bibliographic information

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

[END OF SECTION F]
SECTION G: CONTRACT ADMINISTRATION DATA

G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Description</th>
<th>Amount vouchered to date</th>
<th>Amount vouchered this Period</th>
</tr>
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<tbody>
<tr>
<td>0001</td>
<td>Product/Service Desc. for Line Item 0001</td>
<td>$XXXX.XX</td>
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<td>0002</td>
<td>Product/Service Desc. for Line Item 0002</td>
<td>$XXXX.XX</td>
<td>$XXXX.XX</td>
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<tr>
<td>Total</td>
<td></td>
<td>$XXXX.XX</td>
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2. The fiscal report must include the following certification signed by an authorized representative of the Contractor:

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

BY: ________________________________
TITLE: ______________________________
DATE: ______________________________
b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor’s Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor’s records which are required to be presented and made available by FAR clause 52.215-2 of this contract entitled “Audit and Records – Negotiation”.

G.2 CONTRACTING OFFICER’S AUTHORITY

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

All questions concerning the administration of this award must be sent to the Contracting Officer.

It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:
G.3 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer Representative is located at:

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

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 work as detailed in Section C.

B. The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

2) Perform or cause to be performed, inspections necessary in connection with A. above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as “Contracting Officer’s Representative” with a copy furnished to the Contracting Officer.

4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

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

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

C. In the separately-issued COR Designation letter, the CO designates an alternate Contracting Officer’s Representative to act in the absence of the designated COR, 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 COR must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.
These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

E. Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 Notification of Changes (Jan 2017), waives the Contractor's right to any claims for equitable adjustments.

F. In case of conflict between this contract and the COR designation letter, the contract prevails.

G.5 ACCEPTANCE AND APPROVAL

In order to receive payment for costs incurred for services rendered under this contract, such costs and the work performed must be verified and approved by the COR. In order to receive payment of the fixed fee or a portion thereof, all pertinent deliverables must be accepted and approved by the COR. Fixed Fee will be paid only upon completion of deliverables, pursuant to FAR 16.306(d), and in accordance to Section B.8 – Payment of Fixed Fee and Section F.

G.6 PAYING OFFICE AND SUBMISSION OF INVOICES

The paying office for this Contract is:

Office of Financial Management
USAID/Afghanistan
6180 Kabul Place
Washington, DC 20521-6180
Email: kabulaidevouchers@usaid.gov

The Contractor may submit vouchers for payment monthly or bi-monthly. Under the cost reimbursement portion of the contract, the Contractor may invoice for costs incurred at the time of invoice. The method of transmission of invoices is through electronic medium at the following address: kabulaidevouchers@usaid.gov. Subject line must read Award No. and name of firm. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format.
G.7 ACCOUNTING AND APPROPRIATION DATA

REQ-306-19-000024 – item # 00001

G.8 CONTRACTOR’S PRIMARY POINT OF CONTACT

The contractor’s primary point of contact for this award is:

[END OF SECTION G]
PART II – CLAUSES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with AIDAR "752.252-2 CLAUSES INCORPORATED BY REFERENCE", the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. See www.usaid.gov/ads/policy/300/aidar for electronic access to the full text of a clause.

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<tr>
<td>752.7007</td>
<td>PERSONNEL COMPENSATION</td>
<td>JULY 2007</td>
</tr>
<tr>
<td>752.7031</td>
<td>LEAVE AND HOLIDAY</td>
<td>OCT 1989</td>
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<tr>
<td>752.7027</td>
<td>PERSONNEL</td>
<td>DEC 1990</td>
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H.2 AUTHORIZED GEOGRAPHIC CODE

H.3 USAID/AFGHANISTAN 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:

(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.
H.4 USAID/AFGHANISTAN RIGHT TO PROCURE 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 MAXIMIZING USE OF LOCAL ENTITIES (AUGUST 2016)

[Redacted text is partially visible.]

H.6 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:
   i. Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
   ii. Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
   iii. The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

F. For purposes of calculating tiers, the following will not be considered a tier:
   i. subsidiaries of the awardee;
   ii. members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
   iii. employment awards for a single individual, provided that such individual issues no further sub-awards;
   iv. suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause/provision;
   v. suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the 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.7 USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016)

The Contractor must provide a redacted version of the award within 30 days of the effective date and direct the request and redacted copy via e-mail to kblaidoaacompliance@usaid.gov or the award will be posted without alteration on the USAID/Afghanistan website.

H.8 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:
   i. itself, if it is a non-U. S. entity;
   ii. 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
   iii. Each key individual that is a non-U.S. entity.
B. For purposes of this requirement, the following definitions apply:
   i. "Non-U.S. entity” means:
      a) any non-US citizen or non-permanent legal resident of the United States: or
      b) 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.
   ii. "Key individuals” means:
      a) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held:
      b) 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):
         i) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
         ii) the program manager or chief of party for the USAID-financed program: and
         iii) 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.9 USAID/AFGHANISTAN 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) (AUGUST 2016)

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

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

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

H.10 USAID/AFGHANISTAN SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (AUGUST 2016)

The prime 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 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:
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) for 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 Serious Incident Report should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

II.11 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.12 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.13 AIDAR 752.229-71 REPORTING OF FOREIGN TAXES (JULY 2007)

(a) The Contractor must annually submit a report by April 16 of the next year.

(b) Contents of report. The report must contain:

   (1) Contractor name.

   (2) Contact name with phone, fax number and email address.

   (3) Contract number(s).

   (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

   (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a Contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be included in the report for Lesotho (or South Africa).

   (6) Any reimbursements received by the Contractor during the period in paragraph (b)(4) of this clause regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in paragraph (b)(4) of this clause received through March 31.

   (7) Report is required even if the Contractor did not pay any taxes during the reporting period.

   (8) Cumulative reports may be provided if the Contractor is implementing more than one program in a foreign country.

(c) Definitions. As used in this clause –

   (1) Agreement includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

   (2) Commodity means any material, article, supply, goods, or equipment.
(3) *Foreign government* includes any foreign governmental entity.

(4) *Foreign taxes* means value-added taxes and customs duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Submit the reports to:
   USAID/Afghanistan
   Great Massoud Road
   Kabul, Afghanistan
   Email Address: KBLAIDFAST@usaid.gov

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

(f) For further information see http://2001-2009.state.gov/s/d/rm/c10443.htm

(End of clause)

**H.14 USAID/AFGHANISTAN 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.

4. More information about how to establish, implement, and manage electronic payment methods is available to Contractors at

http://solutionscenter.nethope.org/supersearch#q/key:words=electronic payments&channel=

H.15

H.16 USAID/AFGHANISTAN ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (DECEMBER 2016)

For Cost Reimbursement Contracts Only

A. Limitations:

Positions and their respective salary ranges not already included and approved with the final negotiated budget must be certified by the Contractor and submitted in advance to the Contracting Officer for approval. Salary ranges for all new positions under this contract must be established based on the market value of the position. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. Upon establishment of the salary ranges for professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor’s personnel practices. That individual’s salary must be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph.
The Contractor must avoid “rank-in-person” salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor’s established policy and practice, including the Contractor’s established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds the market value of the position, Contracting Officer’s approval is required.

B. [Blacked out]

H.17 USAID/AFGHANISTAN DEFENSE BASE ACT (DBA) INSURANCE (OCT 2017)

a) Pursuant to AIDAR 752.228-3 Worker’s Compensation Insurance (Defense Base Act); 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.

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<thead>
<tr>
<th>Contract Year</th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security</th>
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<td>$4.50</td>
<td>$7.50</td>
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<tr>
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<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
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</table>
**Option 2**
12/1/18 – 11/30/19
$2.00 $4.50 $7.50/$10.00/$12.50 (see Notes)

**Option 3**
12/1/19 – 11/30/20
$2.00 $4.50 $7.50/$10.00/$12.50 (see Notes)

Notes:
For Option Periods 1, 2 and 3, 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 0-10.0% 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.

H.18 USAID/AFGHANISTAN 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
U.S. Embassy Kabul
Great Massoud Road
Kabul, Afghanistan
202-216-6288
Email: Kblaiddoc@usaid.gov

H.19 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.20 ADS 302.3.5.22 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.

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 ENVIRONMENTAL COMPLIANCE

The Contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations.

Environmental Mitigation and Monitoring Plan (EMMP)

1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (https://www.usaid.gov/who-we-are/agency-policy/series-200), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this Contract.

1b) In addition, the Contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)
2) An Initial Environmental Examination (IEE) # OAPA-17-JOL-AFG-0041 (Attachment J.13) has been approved for the Activity funding this RFA. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Contractor must be responsible for implementing all IEE conditions pertaining to activities to be funded under this contract.

3) N/A

4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the Contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the Contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

5a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the Contractor shall prepare an EMMP or M&M Plan describing how the Contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5b) Integrate a completed EMMP or M&M Plan into the initial work plan.

5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

H.23 USAID/AFGHANISTAN CLIMATE CHANGE RISK SCREENING (OCTOBER 2017)

A range of measures could reduce climate risk, including usage of improved agricultural technologies, planting HVCs in appropriate climate zones, community management of water and other natural resources, and coordination between government institutions.
More specific guidance and detail will be developed after the Contractor prepares its Performance Work Statement and first year work plan, and obtain approval for it. Likewise, the Contractor will need to develop a more detailed Climate Change Risk Screening Matrix (Attachment J.13, Annex II).

H.24 USAID/AFPGHANISTAN 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.25 USAID/AFPGHANISTAN 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 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.26 RESERVED

H.27 RESERVED

H.28 USAID/AFPGHANISTAN COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUGUST 2016)

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board’s Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The Contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The Contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.
(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

H.29 USAID/AFGHANISTAN FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (AUGUST 2016)

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences https://www.usaid.gov/sites/default/files/documents/1868/350maa.pdf or as approved by the Contracting Officer.

H.30
H.31 AIDAR 752.222-70 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are:

1. To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

2. To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

3. To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and


(b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities.

[END OF SECTION H]
SECTION I: CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one of more clauses and provisions incorporated by reference, with
the same force and effect as if they were given in full text. Upon request, the Contracting Officer
will make their full text available. Also, see http://acquisition.gov/far/index.html for electronic
access to the full text of a FAR clause.

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<tr>
<th>NUMBER</th>
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<td>MAR 2015</td>
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<td>AIDAR 752.252-2</td>
<td>CLAUSES INCORPORATED BY REFERENCE</td>
<td>MAR 2015</td>
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</table>

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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<tr>
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<tr>
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<td>GRATUITIES</td>
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<td>52.203-5</td>
<td>COVENANT AGAINST CONTINGENT FEES</td>
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<td>52.203-6</td>
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<td>PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY</td>
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<td>52.203-12</td>
<td>LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS</td>
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<td>52.203-13</td>
<td>CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT</td>
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<td>UNIQUE ENTITY IDENTIFIER MAINTENANCE</td>
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<td>52.204-13</td>
<td>SYSTEM FOR AWARD MANAGEMENT MAINTENANCE</td>
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### I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days from the completion date of the contract.

### I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

### I.5 AIDAR 752.204-72 - LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIAATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(a) Definitions. As used in this contract –

"Information Technology" means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the automatic acquisition, storage, analysis, evaluation, manipulation, management,
movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where

(2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet the Government’s requirements or to facilitate activities in the Government’s statement of work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer’s Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer’s written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all
subcontracts.

I.6 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions. As used in this clause -

“Universal” bilateral modification means a bilateral modification, as defined in FAR subpart 43.1, that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

USAID Implementing Partner Notices (IPN) Portal for Acquisition (IPN Portal) means the single point where USAID uploads universal bilateral modifications, which can be accessed electronically by registered USAID Contractors. The IPN Portal is located at https://sites.google.com/site/usaidipnforacquisitions/.

IPN Portal Administrator means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

(b) By submission of an offer and execution of a contract, the Contractor acknowledges the requirement to:

   (1) Register with the IPN Portal if awarded a contract resulting from this solicitation; and
   (2) Receive universal bilateral modifications of this contract and general notices through the IPN Portal.

(c) Procedure to register for notifications.

Go to: https://sites.google.com/site/usaidipnforacquisitions/ and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN portal modifications.

   (1) The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID IPN Portal Administrator uploads a universal bilateral modification for Contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

   (2) Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:

      (i) Verify applicability of the proposed modification to their award(s) per the instructions provided with each modification;
(B) Download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award;

(C) Sign the hardcopy version; and

(D) Send the signed modification (by email or hardcopy) to the contracting officer for signature;

Note to paragraph (d)(2)(i): The Contractor must not incorporate any other changes to the IPN Portal modification.

(ii) Notify the Contracting Officer in writing if the modification requires negotiation of the additional changes to terms and conditions of the contract; or

(iii) Notify the contracting officer that the Contractor declines to sign the modification.

(3) Within 30 calendar days of receipt of a signed modification from the Contractor, the contracting officer must provide the fully executed modification to the Contractor or initiate discussions with the Contractor. Bilateral modifications provided through the IPN Portal are not effective until both the Contractor and the contracting officer sign the modification.

I.7 AIDAR 752.204-72 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID’s information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The Contractor’s employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

b) Before a Contractor (or a Contractor employee, consultant, or volunteer) or sub-Contractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations is mandatory in order for the Contractor to receive a PIV/FAC card and be granted access to any of USAID’s information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.
c) The Contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer’s Representative (COR) upon termination of the individual’s employment with the Contractor or completion of the contract, whichever occurs first.

d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the Contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.

e) The Contractor is required to include this provision in any subcontracts that require the sub-Contractor, sub-Contractor employee, or consultant to have routine physical access to USAID space or logical access to USAID’s information systems.

I.8 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

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

(b) The Contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:

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

(c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the Contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the Contractor in writing.

(d) The request for conference approval must include:

1. A brief summary of the proposed event;
2. A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
3. The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
(4) A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional Contractors);

(5) The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;

(6) If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and

(7) A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

I.9 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018) (M/OAA-DEV-AIDAR-18-04c)

For use in all contracts that involve performance overseas. Note that paragraph (f) of this clause is applicable only in contracts with an educational institution.

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility which this entails. This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General’s Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, the Mission Director is responsible for both the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract, and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it must be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party must keep the Mission Director currently informed of the progress of the work under the contract.

(c) If the Contractor determines that the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party must consult with the USAID contracting officer and the Mission Director and the employee involved and must recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the rights of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any individual (U.S., third-country, or cooperating-country national) when, at the discretion of the Ambassador, the
interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute must be at no cost to USAID.

(e) If it is determined, under paragraphs (c) and (d) above, that the services of such employee must be terminated, the Contractor must use its best efforts to cause the return of such employee to the United States or third country point of origin as appropriate. [The following paragraph (f) is applicable if the contract is with an educational institution:]

(f) It is understood by the parties that the Contractor's responsibilities must not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

[END OF SECTION I]
PART III- LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

[END OF SECTION J]