

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 83

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER 06/16/2015	2 CONTRACT NO (If any) AID-EEM-E-00-05-00002	6 SHIP TO			
3 ORDER NO. AID-306-BC-15-00005		4 REQUISITION/REFERENCE NO. REQ-306-15-000003		a NAME OF CONSIGNEE USAID/Afghanistan	
5 ISSUING OFFICE (Address correspondence to) Mgmt. Office of Acqui. & Assist. E				b STREET ADDRESS 6180 Kabul Place Dulles, VA 20189-6180	
			c CITY	d STATE	
			e ZIP CODE		
7 TO				f SHIP VIA	
a NAME OF CONTRACTOR DAI WASHINGTON				8 TYPE OF ORDER <input type="checkbox"/> a PURCHASE <input checked="" type="checkbox"/> b DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
b COMPANY NAME					
c STREET ADDRESS 7600 WISCONSIN AVE STE 200					
d CITY BETHESDA	e STATE MD	f ZIP CODE 20814-3664			
9 ACCOUNTING AND APPROPRIATION DATA				10 REQUISITIONING OFFICE EGEE/EP	
11 BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a SMALL <input type="checkbox"/> b OTHER THAN SMALL <input type="checkbox"/> c DISADVANTAGED <input type="checkbox"/> d WOMEN-OWNED <input type="checkbox"/> e HUBZone <input type="checkbox"/> f SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h EDWOSB					
12 F.O.B. POINT					
13 PLACE OF		14 GOVERNMENT B/L NO.		15 DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 15 Days After Award	
a INSPECTION Destination	b ACCEPTANCE Destination				

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	BBFY: 2013 EBFY: 2014 Fund: ES-OCO OP: AFGHANISTA Prog Area: A18 Dist Code: 306-M Prog Elem: A074 Team/Div: AFG/PPDO BGA: 306 SOC: 4100301 Funding info Continued ...					

18 SHIPPING POINT	19 GROSS SHIPPING WEIGHT	20 INVOICE NO.	\$0.00		17(h) TOTAL (Cont pages)
21 MAIL INVOICE TO					
a NAME OFFICE OF FINANCIAL MANAGEMENT					17(i) GRAND TOTAL
b STREET ADDRESS (or P.O. Box) 00001					
c CITY Washington	d STATE DC	e ZIP CODE 20523-7101		\$18,234,849.00	

22 UNITED STATES OF AMERICA BY (Signature) 	23 NAME (Typed) Jorge Dulanto-Hassenstein TITLE CONTRACTING/ORDERING OFFICER
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23 June 2015

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

IMPORTANT: Mark all packages and papers with contract and/or order numbers

DATE OF ORDER
06/16/2015

CONTRACT NO
AID-EEM-E-00-05-00002

ORDER NO
AID-306-BC-15-00005

ITEM NO (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

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SECTION B – SUPPLIES OR SERVICES /PRICES

B.1 PURPOSE

The purpose of this BPA Call is to support the United States Agency for International Development (USAID) in expanding access to credit for the agriculture sector in Afghanistan through the Agricultural Credit Enhancement phase II (ACE-II) project. ACE-II will facilitate the transition of the Agricultural Development Fund (ADF) into a standalone and sustainable agricultural development financial institution. It will also encourage the entry of other financial intermediaries into agricultural financial services provision in Afghanistan.

B.2 CONTRACT TYPE

This is a time and material BPA Call. Labor is considered under this BPA Call based on fixed daily rates for U.S. expatriates, locally hired national professionals and other non-U.S. expatriates as set forth in Attachment 1, Approved GSA Scheduled Rates and Discounts.

B.3 ESTIMATED COST AND OBLIGATED AMOUNT

(a) The total estimated cost is \$18,234,849.

(b) Within the estimated specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable and allocable costs incurred by the Contractor for performance hereunder is \$3,500,000. The Contractor must not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through September 30, 2015.

B.4 BUDGET

Activity	Year 1	Year 2	Year 3	Grand Total
Labor	\$ █████	\$ █████	\$ █████	\$ █████
Non-Labor	\$ █████	\$ █████	\$ █████	\$ █████
<i>Travel, Transportation and Per Diem</i>	\$ █████	\$ █████	\$ █████	\$ █████
<i>Allowances</i>	\$ █████	\$ █████	\$ █████	\$ █████
<i>Other Direct Costs</i>	\$ █████	\$ █████	\$ █████	\$ █████
<i>Procurement (Office and IT Equipment worksheets)</i>	\$ █████	\$ █████	\$ █████	\$ █████
<i>Security</i>	\$ █████	\$ █████	\$ █████	\$ █████
Grants Under Contract	\$ █████	\$ █████	\$ █████	\$ █████
Sub Total Program Costs	\$ █████	\$ █████	\$ █████	\$ █████
General and Administrative Costs █████	\$ █████	\$ █████	\$ █████	\$ █████
GRAND TOTAL	\$ █████	\$ █████	\$ █████	\$ 18,234,849

DAI Pre-Award GSA Scheduled rates and Discount applied is attached as an attachment 1.

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

Title: Agriculture Credit Enhancement – II (ACE – II)

C.1 PURPOSE

The purpose of this BPA Call is to support the United States Agency for International Development (USAID) in expanding access to credit for the agriculture sector in Afghanistan through the Agricultural Credit Enhancement phase II (ACE-II) project. ACE-II will facilitate the transition of the Agricultural Development Fund (ADF) lending unit, currently supported by ACE project, into a standalone, sustainable agricultural development finance institution. It will also encourage the entry of other financial intermediaries into agricultural financial services provision in Afghanistan.

C.2 BACKGROUND

With 80% of the population living in rural areas, agriculture is of vital importance in Afghanistan, engaging over half the working population and accounting for 25% of GDP. And yet, agriculture accounts for only 2.4% or \$20 million of banking sector loans¹. The development challenge which ACE-II will address (as does the current ACE project which ACE-II will succeed) the extremely limited availability of financing for agriculture in Afghanistan.

As a voting member of the ADF's High Council, USAID will closely work with the ADF's High Council to facilitate and harmonize ACE II's performance targets and ADF's operational priorities to ensure ADF lending operations benefit the agriculture sector of the country.

USAID invested heavily in expanding agricultural credit in early 2010 through a unique approach of capitalizing an agricultural finance fund (the ADF) within the Ministry of Agriculture, Irrigation and Livestock (MAIL) supported by technical assistance through the ACE project to oversee the fund and provide parallel value chain support. The ACE /ADF disbursed to date \$50 million with default rate of 3.8%. And while it has made less headway in engaging other Afghan financial intermediaries into agriculture-related lending, it has built a comprehensive and seemingly competent lending operation with loan outstanding more than \$ 23million.

As the end of the ACE project approached, MAIL requested USAID to continue providing technical assistance to the ADF in order to ensure a smooth transition and support its operational sustainability.

USAID believes that continued support to the ADF for the lending operation is warranted in order to sustain this important source of credit to agriculture and agribusiness, as well as to ensure the sustainability of its \$100 million capital investment in the ADF. But USAID is also committed to supporting the ADF to act as a catalyst in attracting additional domestic and international capital through financial intermediaries with particular focus on financing for farmers and micro/small and agricultural enterprises.

The life of the ACE-II project will be three years. It is intended to:

- Support the ADF to successfully transition to a sustainable lending institution
- Engage other Afghan (and as feasible, international) intermediaries into agriculture finance
- Provide a learning and advocacy platform for advancing agricultural finance

¹ Agriculture Sector Review, World Bank, March 2014

C.3 PROJECT OBJECTIVES AND CRITICAL ASSUMPTIONS

The goal of ACE-II is to expand access to agriculture-related credit as a necessary condition for a *thriving agricultural economy*, which in turn will increase *agriculture sector jobs* and *increase commercial viability of small and medium farms and agribusinesses*. ACE-II will accomplish this in three project objectives:

- **Objective One:** Support the launch of an independent and effectively overseen ADF and its transition to a sustainable agricultural development finance institution providing direct and wholesale loans for agriculture and agriculture related enterprises.
- **Objective Two:** Support the ADF in encouraging other financial intermediaries in entering into agriculture-related finance – and in particular those that will service the financing needs of farmers and micro/small agriculture enterprises.
- **Objective Three:** Provide a point for learning, convening and advocacy which will provide best practices and support an enabling environment conducive to expansion of agricultural finance.

Critical assumptions underlying ACE-II are:

- Access to finance is critical to modernizing agriculture development in Afghanistan and demand for finance is high.
- Although private financial institutions will increase lending to the agriculture sector from the current low levels, there will still be a large funding gap necessitating the ADF and the broader ACE-II initiative.
- Financial and other intermediaries will have an increased appetite for agricultural related lending if they can access performance based incentives with which to mitigate risks and/or offset capital and transaction costs.
- MAIL and the ADF High Council will remain committed to expanding agricultural finance and will permit originally earmarked but unspent funds for grants to be used for Challenge and Innovation Grants as initially intended – with particular attention to financial services for farmers and small and micro agricultural enterprises.

C.4 SCOPE OF WORK

Components

The ACE-II project is comprised of three components:

- i) Support ADF Transition;
- ii) Support Entry of Other Financial Intermediaries; and
- iii) Learning and Advocacy. The intent of these three components is to significantly expand and broaden agricultural financial service delivery in Afghanistan through strengthening the ADF and engaging other financial intermediaries, while building a learning and advocacy platform for dissemination of learning and advocacy on systemic challenges.
- iv)

Component One - Support ADF Transition to Independent Agriculture Finance Institution:

The lending operation developed by ACE is in the process of being transitioned to a standalone agricultural finance institution – the ADF. The Contractor will facilitate this transition through providing technical assistance and advisory support to ADF management and operating units. Particular focus will be given to ensuring that effective governance systems are in place inside the ADF and the High Council and are adhered to, to include strong internal and external audit and reporting systems. Key objectives of Component One that the contractor is responsible for are to:

- i) build the capacity of local staff such that ADF management will be fully Afghan led by no later than the end of year three;
- ii) build the policies, systems and procedures that will establish consistent and solid operations and instill accountability throughout the organization;
- iii) build the oversight capacity of the High Council; and;
- iv) ensure the sustainability of ADF by the end of year three (sustainability defined as operating income sufficient to cover operating expenses (excluding loan losses) and default rate not to exceed 5% of total loans disbursed). ACE-II also will support the ADF in standing up a strong monitoring and evaluation system, for the purpose of measuring the developmental impact of provision of financial services.

During the process of transitioning the ADF to a standalone agricultural finance institution, the contractor will provide the expatriate CEO that will be hired by ADF with life support services (housing, security, transport, travel, meals etc.) at a level commensurate to their proposed expatriate professionals. The ADF will fund basic salary and accompanying benefits upon approval of the ADF High Council.

Illustrative activities:

- Advising the ADF management team
- Reviewing all aspects of ADF performance to date and providing recommendations thereto
- Reviewing the ADF business plan and recommending modifications thereto
- Reviewing ADF policies and procedures and providing and implementing recommendations thereto
- Providing training in key functional areas such as loan underwriting and risk management
- Supporting identification of appropriate technologies such as loan management systems
- Supporting the High Council in strengthening its governance and oversight of the ADF,
- Providing recommendations for strengthening governance, audit and reporting
- Developing a monitoring and evaluation approach which will measure the developmental impact of access to financial services by agricultural borrowers
- Building capacity of Afghan staff to assume full management of the ADF
- Supporting the ADF in attracting funding from donors and/or investors
- Engaging competent third party consultants to conduct periodic audits and assessments of ADF performance and capacity

Expected results:

- ADF targets met of a \$50 million portfolio in year with default rate less than 5% of loans disbursed by September 2017
- Within 30 months, an independent audit of ADF determine that ADF has achieved operational profitability and provides a clean management letter (no serious management or operational concerns)

Component Two - Support Entry of Other Financial Intermediaries into Agriculture Finance:

A primary objective of the original USAID grant to MAIL was to facilitate entry of Afghan financial intermediaries into agricultural lending. While conditions at that time may not have been conducive to this objective, the Contractor will utilize the remaining funds within the ADF earmarked for challenge and innovation grants to engage intermediaries other than ADF to enter into or expand agricultural finance – with particular attention on credit and other financial services for farmers and agricultural micro/small enterprises. The Contractor will also place particular attention on increasing the availability of credit on terms and conditions which facilitate productivity investments².

The Contractor will implement Component Two primarily through award of incentive based grants to be made available by the ADF. Grants will be awarded on the basis of responses to solicitations, to be issued periodically (every six months). It is envisioned that two types of grants will be provided:

- Challenge Grants (estimated around \$10 million) The \$10 million costs for the challenge grants will not be part of this award’s budget. However, ACE –II must provide needed technical and administrative support to ADF in preparing guidelines to offer Challenge Grants on a periodic (most likely every six months) basis.
- Innovation Grants (estimated at no more than \$2.5 million) are awards provided on a competitive basis to solicit and test new and innovative ways to facilitate financial services to targeted borrower groups and/or to provide and finance equipment or services that support agricultural finance. While these awards must also be performance based, they may include a portion of the award up-front with the balance subject to meeting milestones. Their purpose is to co-finance promising approaches to generally increasing agricultural financing rather than to stimulate transactions (which is the primary goal of Challenge Grants). The estimated \$2.5 million innovation grants are under the Grants under Contracts (GUC). The contractor is responsible for these grants.

Illustrative uses of Innovation Grants would include:

- i) develop and test new mobile money applications,
- ii) support for dealer financing for clean energy agricultural applications,
- iii) map estimated production increases to provide “public good” information of value to prospective investors, and

² Loans for capital investment generally require longer tenors and interest rates commensurate with cash flows.

- iv) improve capacity of the credit registry and credit bureaus to accommodate agricultural borrowers. The Contractor would support ADF in preparing guidelines and solicitation documents as well as in oversight and award to the grants.

The Contractor will also provide technical assistance in areas which may build capacity within Afghan financial intermediaries, as well as to systemically promote and encourage agricultural finance. This could include continuing to explore options and opportunities for utilization of the Development Credit Authority guarantees, mapping of investment opportunities arising from projected agricultural increases, support to financial intermediaries to develop agricultural products and services, market research on product requirements for agricultural borrowers, working with the USAID Agricultural Lending Unit Toolkit, supporting interested financial intermediaries in building agricultural lending capacity, and encouraging entry of international financial intermediaries into agricultural finance in Afghanistan.

Illustrative activities:

- Development of guidelines for ADF challenge grants and strategies, action plans and manual for creative use of Innovation Grants to encourage extension of credit by Afghan intermediaries
- Development of APS and APS-like competition announcements for grants
- Public awareness and outreach on Challenge and Innovation Grant competitions
- Advisory support to prospective Grant applicants
- In conjunction with ADF, selection, award, administration and oversight of Challenge and Innovation Grants
- Technical assistance to develop capacity and/or lending products and techniques with participating financial intermediaries
- Support in implementing the Agricultural Lending Unit Toolkit
- Support in developing Agricultural Investment Opportunities maps
- Technical assistance to support investment in/development of the Afghan financial sector infrastructure (i.e. pledge registry and credit bureau)
- Technical assistance to explore utilization of DCAs
- Technical assistance to encourage entry to foreign financial intermediaries into agricultural lending in Afghanistan
- Offerors are encouraged to propose additional illustrative activities

Expected results:

- At least \$50 million in credit disbursed to first time (additional) agricultural borrowers
- At least 5 Afghan financial intermediaries have commenced or significantly ramped up agricultural financial services
- At least 75,000 new agricultural financial service clients
- At least three new innovative approaches to facilitate agricultural finance have been tested and demonstrated the capacity to scale

Component Three – Monitoring and Evaluation, Learning and Advocacy:

The ACE/ADF initiative was a major investment by USAID in rural development in Afghanistan and it is important to understand the return on that investment in order to inform future programming. In addition, the use of Innovation and Challenge Grants will provide a unique opportunity to identify and test new approaches to scaling up agricultural finance. And with the aggressive targets for ADF as well as within ACE-II, a strong monitoring and evaluation system is needed to validate results and measure impact.

As such, the Contractor will develop and maintain a robust monitoring and evaluation capability to be married to a learning agenda and knowledge management platform in order to capture results and disseminate promising solutions which can be replicated and scaled.

And finally, with the understanding that financial services delivery occurs within a policy and a regulatory environment, the Contractor will undertake convening of financial intermediaries engaged in agricultural credit and will provide advocacy on policy, regulatory and institutional issues pertaining to agricultural finance.

Illustrative Activities:

- Establishing monitoring and evaluation systems to measure impact of the ADF and ACE and ACE-II initiatives on agriculture economic growth and household and enterprise incomes
- Developing impact measurement systems for assessing the performance of initiatives benefiting from Innovation and Challenge Grants
- Developing and hosting a learning agenda which may include webinars, publications, etc.
- Periodic convening of public and private agricultural finance stakeholders
- Participating in policy dialogue with the government to develop a conducive regulatory environment for agricultural finance

Expected Results:

- A strong monitoring and evaluation system in place to measure results and impact therefrom
- ACE-II convened and led stakeholder groups contribute meaningfully to policy dialog
- Annual white papers on the status of agricultural finance in Afghanistan

C.5 SUSTAINABILITY

The contractor must ensure that the sustainability of ACE-II will be accomplished in two ways.

Component One of ACE-II will support ADF to achieve operational sustainability (operating income sufficient to cover operating expenses and loan loss provisions) within three years. It is understood that the ADF will be operating in conflict prone areas, and as such actual loan losses may be higher than international average levels and thus require additional funding and loan loss reserve levels.

Thus in the Afghanistan context, operational sustainability will be an exceptional accomplishment. Component Two of ACE-II will address broader sustainability – bringing in other Afghan intermediaries into agricultural lending for the longer-term.

C.6 MONITORING AND EVALUATION PLAN

ACE-II is aligned with the new USAID Strategy for Transformation (2014-2024) as part of Development Objective 1: Foundation Created for Sustainable, Agriculture-led Economic Growth. It also supports USAID/Afghanistan's 2011-2015 Post Performance Management Plan Assistance Objective 5: "A sustainable, thriving agricultural economy". In order to measure progress towards achieving project outcomes, the contractor must design a monitoring and evaluation plan for ACE-II that must be aligned with the following key questions:

1. By how much has ACE-II increased the availability of financing going to agriculture and agribusiness?
2. How successful has ACE-II been in attracting other financial intermediaries into agriculture-related lending?
3. For those who have received financing stemming from the ACE-II project, have they benefitted and in what ways?

The following additional questions, specific to ACE-II, will be integrated into the mid-term and final performance evaluations:

Which modes of using ADF resources to engage financial intermediaries are most impactful?

Which modes of using ADF resources have the higher cost/benefit?

C.7 GENDER CONSIDERATIONS

Gender equality and female empowerment are essential for achieving USAID development goals. The USAID Gender Policy advances gender equality, and empowers women and girls to participate fully in and benefit from development, by integrating specific measures that address barriers to greater gender equality and female empowerment into all projects. This integrated approach focuses on achieving three overarching outcomes: 1) Reduce gender disparities in access to, control over, and benefit from resources, wealth, opportunities and services - economic, social, political, and cultural; 2) Reduce gender-based violence; and 3) Increase the capability of women and girls to realize their rights, determine their life outcomes, and influence decision-making in households, communities, and societies.³

At the beginning of the project, the contractor will include an agriculture sector gender assessment as part of its baseline assessment, which can draw on past gender-related studies of the agriculture sector and role of the agriculture and agricultural finance in Afghanistan. Based on that assessment, the contractor will develop a strategy for ensuring the integration of gender considerations into the work plan and Performance Monitoring Plan (PMP). Progress of all related activities will be measured and verified using gender-sensitive performance indicators⁴ that will be part of the PMP. All people-level indicators must be disaggregated by sex showing the numbers of men and women benefiting from project activities.

The contractor will implement activities promoting fair, equitable, and meaningful inclusion of both men and women in all project activities. As part of the technical proposal, the contractor must include women in its staff and among target groups, and ensure increased participation of women (from target Afghan institutions) in project implementation.

³ USAID, *Gender Equality and Female Empowerment Policy*, 2012, http://pdf.usaid.gov/pdf_docs/pdact200.pdf.

⁴ Ibid. p. 14

To provide greater focus on gender equality and female empowerment, the contractor will prepare a Gender Action Plan that will include:

- Training for all project staff, partners and other stakeholders on gender awareness, gender analysis, gender-responsive planning, and relevant gender-related policies, such as the definition of and how to report sexual harassment;
- Collection of sex-disaggregated data for baselines and monitoring of all people-level indicators and use of gender analysis tools to identify potential gender gaps and constraints; and
- Conduct gender-responsive consultations to encourage the active participation of women and ensure that the voices of women are heard and reflected in project plans and activities.

C.8 KEY PERSONNEL AND STAFFING PRINCIPLE

The Contractor must assemble a team with the required knowledge and experience. Core responsibilities of the team include the following:

- Managing and coordinating activities as set forth in the approved technical approach and work plans;
- Maintaining contact with Afghan government entities, private sector representatives, banking and other financial sector institutions, donors, and other relevant stakeholders to coordinate activities and information exchange;
- Designing and managing M&E activities, including conducting required assessments and obtaining customer feedback from stakeholders at the national and local levels;
- Preparing terms of reference and identifying specialists, including, as appropriate, for work performed by contractors, subcontractors, consultants and other entities;
- Coordinating short-term consultancies;
- Ensuring compliance with all USAID reporting requirements.

END OF SECTION C

SECTION D – PACKAGING AND MARKING

D.1 APPROVAL OF BRANDING IMPLEMENTATION & MARKING PLAN

Branding & Marking under this contract shall comply with the USAID Graphic Standards Manual in accordance with ADS 320, available at <http://www.usaid.gov/branding> or any successor branding policy. DAI Branding Implementation Plan/Marking Plan should be submitted to COR for approval.

D.2 BRANDING STRATEGY

The branding strategy for this contract, as specified in the USAID Automated Directive System 320.3.2.1 is as follows:

Project Name: USAID Agriculture Credit Enhancement Phase –II (ACE-II)

Branding: The branding must incorporate the message: The assistance is “From the American People” USAID policy is to require exclusive branding and marking in all its direct contracts.

Desired Level of Visibility: USAID 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.3 AIDAR 752.7009 MARKING (JAN 1993)

- a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

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 FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-6	INSPECTION--TIME-AND-MATERIALS AND LABOR-HOUR	MAY 2001

E.2 INSPECTION AND ACCEPTANCE

(b) The ordering activity has the right to inspect all services in accordance with the contract requirements and as called for by the order. The ordering activity shall perform inspections and tests as specified in the order's quality assurance surveillance plan in a manner that will not unduly delay the work.

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at the below address or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COR, named in a separate designation letter, will be delegated authority to inspect and accept all services, reports and required deliverables or outputs.

USAID/Afghanistan
U.S. Agency for International Development
Café Compound
U.S. Embassy
Great Massoud Road
Kabul, Afghanistan

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance for this BPA Call is for three years from the date the contract is signed by the Contracting Officer.

F.2 DELIVERABLES/ REPORTING

In addition to other required reports and deliverables in this BPA Call, the Contractor shall deliver the following:

Monitoring and Evaluation Plan

To ensure optimal project performance, it is required that the contractor submit a Monitoring and Evaluation Plan for USAID review within 90 calendar days or as adjusted by the Contracting Officer with COR concurrence. The contractor shall also provide periodic performance reports summarizing progress of major activities as related to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate. The contractor shall submit an M&E Plan which details how the project shall be monitored and inform USAID on outputs and activities and verify that project staff is mentoring and providing on-the-job training but is not doing the work that should be performed by the ADF staff.

The plan must reflect the Development Objective and Intermediate Results of the Mission’s Agricultural PMP. A list of indicators will be provided to ACE-II contractor by USAID/Afghanistan. In addition, the contractor shall be required to collect baseline data for all appropriate indicators. Agreement will be reached between the contractor and the COR as to how data for these indicators will be tracked to ensure consistency.

Understanding the critical need to routinely verify and monitor data reported across its entire portfolio for timely, informed programmatic management and decision making, USAID will apply a flexible, multi-layer approach (see table below) to performance monitoring.

Project Monitoring Actors	
Tier 1	Technical Project AOR
Tier 2	Technical Project Implementing Partner
Tier 3	GIRoA
Tier 4	Local Organizations (e.g., Civil Society, Cooperatives)
Tier 5	Monitoring Contracts: Monitoring Support Project (MSP) , EQUALS, MISTI

Based on approved performance indicators and targets, Chief of Mission (COM) site visits are anticipated in Kabul to verify data reported and monitor activities periodically. To ensure verification and monitoring of reported project activities in areas of Afghanistan that may be logistically challenging for COM travel, USAID may rely on supplemental monitoring from external contractors. This may include methods such as site visits by monitoring partners, mobile surveys with beneficiaries, and/or photographic documentation. CORs will validate and analyze data provided by all partners, including any additional information supplemented by host government or other donors. A midterm and final performance evaluation will be required.

Final M&E Plan: A final M&E Plan will incorporate USAID comments and will be approved following submission within 180 calendar days or as adjusted by the COR. The plan shall track a set of required and

standard indicators in accordance with the Foreign Assistance Framework. In addition to these required and standard indicators, the recipient shall propose additional indicators that measure program outcomes, as noted in the Statement of Work. Custom indicators are also encouraged that will help the partner to better monitor and evaluate its interventions.

Knowledge Management and Learning (KM&L) Plan: The KM&L Plan shall be developed in conjunction with the M&E Plan in order to capture the “why” behind the obtained outcomes and results within 180 calendar days or as adjusted by the Contracting Officer with COR concurrence.

The M&E Plan

- Shall cover the entire period of performance of this Award and may be adjusted based on any changes in planned activities. Requires Contracting Officer approval and COR concurrence.
- Shall provide for each indicator proposed in the M&E Plan a brief narrative shall include the following:
 - Data collection method;
 - Data reliability and timeliness (i.e., intrinsic data quality); and
 - Indicator validity (i.e., the relationship between the indicator and the desired output or result).
- Shall clearly stipulate how and when baselines will be established.
- Shall include relevant indicators to measure performance annually and at the end of the program, with baselines and targets for each indicator.

Annual Work Plan (AWP)

The Contractor shall prepare for the COR’s review and approval, an Annual Work Plan (AWP) setting forth in reasonable detail the Contractor’s plans for pursuing activities set forth in this RFTOP and detailing additional proposed activities that may substantially contribute toward the project goal, as required. The work plan shall also delineate project work by provinces, where appropriate. The final version shall be provided to the COR within 80 calendar days after the award. Draft work plans for subsequent years shall be submitted to the COR at least 45 days prior to the start of each corresponding project year. As may be necessary due to circumstances beyond the Contractor’s control, and subject to the COR’s approval, the AWP may be amended and targets added, deleted, or revised from time to time.

The AWP shall include a schedule of activities and tasks planned to be conducted, and the inputs planned to be provided by the Contractor, including a description of planned activities and tasks and an estimated budget – organized by component. The AWP shall also break out activities by province for the benefit of coordinating efforts with USG and GIRoA partners in the field. The AWP must be linked to the performance indicators set forth in the monitoring and evaluation plan. Annual work plans shall also highlight the transfer of responsibilities with appropriate benchmarks and milestones.

The Contractor shall incorporate any required revisions into a final AWP no later than 15 days after receipt of such comments. The USAID COR will provide a written approval of the final work plan to the Contractor. Should revised activities, performance indicators or performance targets become necessary, the Contractor shall submit a revised work plan to USAID for approval.

Deliverables by Project Component

Component 1: Support ADF Transition to Independent Agriculture Finance Institution

- Within 75 days after signing the award, the Contractor shall launch the ACE-II project and shall:
 - i. meet with the Mission DO team and representatives of partner and stakeholder groups, including other donors and MAIL;
 - ii. review background materials and agricultural financial services studies performed in Afghanistan and similar countries,
 - iii. meet with MAIL and the High Council and;
 - iv. meet with financial intermediaries, and representatives of agricultural organizations.
- Review of ADF businesses plan and credit policies and procedures and recommendations on modifications. (120 days after award)
- Assessment supporting the identification of appropriate technologies such as mobile money and loan management systems. (120 days after award)

Component 2: Support Entry of Other Financial Intermediaries into Agriculture Finance

- Deliver a Grants Competition Announcement and Manual for Innovation Grants and guidelines for the Challenge Grant Awards – The Innovation and Challenge Grants are intended to be the key element in inducing other financial intermediaries into the agricultural lending space, with grants primarily to be performance-based (ex-post – based on actual financial services delivered or milestones achieved). The Contractor shall provide a strategy and competition announcement for Challenge Grants and a draft Grants Manual for how the Innovation Grants will be competed and overseen.(120 days after award)
- Hold participatory policy discussions with the Central Bank of Afghanistan (DAB) regulators and supervisors for the purpose and approach of increasing agricultural financial services. (180 days after award)
- In collaboration with MAIL, contractor establishes a working group that meets regularly to address agricultural credit facilitation. (180 days after award)

Component 3: Monitoring and Evaluation, Learning and Advocacy

- Organize an Agricultural Financial Services Forum in conjunction with the Mission and key public and private counterparts for the purpose of: i) vetting and gaining feedback on the proposed approach to increasing agricultural financial services as well as the proposed uses and arrangements for the Innovation and Challenge Grants. (120 days after award)
- Convene periodic discussions with relevant public and private actors with a stake in agricultural financial services as well as providing advocacy and public awareness on issues pertaining to agricultural finance. (180 days after award)

All of the evaluation findings, conclusions, and recommendations shall be documented in the Final Report. All written deliverables shall also be submitted electronically to the BPA Call COR. Bound/color printed deliverables may also be required, as directed by BPA Call COR.

F.3 PLACE OF PERFORMANCE

The place of performance under this BPA Call will be principally in Afghanistan.

F.4 AUTHORIZED WORK DAY / WEEK

1. A six day work week is authorized for the long term and short term expatriate staff in accordance with the contractor's policies and procedures. However the sixth day will not be at premium pay.
2. Non-overseas Employees: The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established written policies and practices.
3. Overseas Employees: The work week for the Contractor's overseas employees and other individuals providing/performing services under this BPA Call shall not be less than 40 hours and shall be scheduled to coincide with the work week for employees of USAID/Kabul under this BPA Call.

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Section H and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit reports, deliverables or outputs as further described below to the COR.

All reports and deliverables shall be submitted electronically to the USAID COR, with a copy to the Contracting Officer.

All reporting (whether programmatic or financial) shall need to be both consolidated nationally and disaggregated by regions corresponding to the military regional commands and by province. The Contractor shall be able to provide upon request additional reports (e.g. periodically specified, a list of activities that ACE-II has accomplished, and that are planned, nationally, regionally and by province. ACE-II shall need to quantify both direct and indirect expenditures, past and planned, nationally, regionally and by province, district and village).

Monthly Performance Reports

The Contractor shall prepare and submit monthly reports. The monthly reports, which shall be submitted electronically to the COR by the 10th business day of the month following the month being reported. These reports are intended to be concise and summarize progress toward accomplishment of the benchmarks set forth. The monthly reports shall:

- (1) identify implementation issues;
- (2) give an update of progress made towards fulfillment of the project results, including a report on monthly indicators;
- (3) contain a discussion of obstacles encountered and possible delays, if any, in fulfillment of activities included in the work plan;
- (4) set forth proposed changes, if any, to the work plan; and
- (5) contain a forecast of activities for preceding months.

Quarterly Performance Reports

The Contractor shall submit brief quarterly performance reports to the COR within 30 days of the end of each calendar quarter reflecting results and activities of the preceding quarter. The report shall describe the plan for the reporting period (as set forth in the AWP) and report on progress to date for Monitoring and Evaluation Plan indicators for that quarter. A description of the specific accomplishments of the Contractor and any STTA shall also be provided, including information on all activities, both ongoing and completed, by component, and geographically by province. The quarterly reports shall highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. These reports shall summarize project progress against tasks and benchmarks, including tasks assigned through technical directives and identify implementation issues that may inhibit or enhance contractor performance. In each quarterly report, the Contractor shall include success stories which provide information that demonstrates the impact that the activity/program has had during the reporting period through materials such as stories, quotes and photos. The reports shall also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable.

As agreed upon by the COR, quarterly reporting shall begin after the end of the first quarter from the contract award. The quarterly report is due to the activity manager and/or the COR on or before the last day of the month following the end of each quarter. The COR may make exceptions only to the first and last quarterly report submission depending on when exactly the contract is signed and/or plan to end; for example, if the project begins in November, the time remaining in Q1 may be incorporated into the quarterly report for Q2. Other than the mentioned exceptions, the contractor shall adhere to the original reporting schedule as stipulated in this solicitation.

As agreed upon by the COR, a brief summary of quarterly activities and achievements in local languages Pashto and Dari should be considered.

Quarterly Reports Schedule for Submission:

Q1: January 1 to March 31 - Report due April 30

Q2: April 1 to June 30 - Report due July 30

Q3: July 1 to September 30 - Report due October 30

Q4: October 1 to December 31 -Report due January 30

Quarterly Financial Reporting

The Contractor shall submit to the COR brief quarterly expenditure reports, which shall 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. The quarterly report shall also outline expenditures by results, as well as by province and regional command. 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 ACE-II's expenditure rate. These reports shall be submitted to the COR two weeks before the end of the quarter.

Project Annual Report

This is a comprehensive narrative report summarizing the previous year's activities and accomplishments against the respective annual work plan indicators. Annual reports will be submitted in lieu of the forth quarterly report of every year. Reporting must clearly distinguish between the last quarterly data, and overall annual reporting.

Foreign Assistance Framework ("F") and other Reporting

The Contractor shall provide input to the Mission's annual Operational Plan (OP), the Mission's Performance Plan and Report (PPR), and USAID Afghanistan's Afghan Info database. The purpose of the Mission's Operational plan, completed each fall, is to set targets for results projected for the following fiscal year. The purpose of the PPR, completed each spring, is to capture results achieved by USAID/Afghanistan during the prior fiscal year and report against targets that were outlined in the OP. Afghan Info is populated at a minimum on a quarterly basis.

As part of its input for these reports, the Contractor is required to set targets for and report on "standard indicators" under the "F" framework, in addition to "custom" indicators that it develops under its PMP. The "F" indicators are subject to change as the "F" process evolves.

Short-Term Consultant Reports

The Contractor shall submit within 10 days following departure of a Consultant, a brief written report that describes the purpose of the consultancy, progress made, and any observations to be shared; identifies issues and/or problems encountered; and details expected follow-on activities by resident Contractor staff, as well as actions to be performed by participating counterparts.

Other Project Reports

The Contractor shall prepare and disseminate, as directed in the AWP and approved by the COR, other reports and deliverables needed to accomplish the purpose of this contract, such as technical reports prepared by in-country staff and short-term consultants, studies of policy and other issues, products, sectors, markets, technologies, etc. The contractor shall prepare these reports in English, Dari and Pashto.

Closeout Plan

The Contractor shall submit a Demobilization Plan for COR approval six months prior to project closeout. The Demobilization Plan shall include an illustrative Property Disposition Plan, a plan for the 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 Demobilization Plan, including the submission date of the final Property Disposition Plan to the Contracting Officer.

Final Report

The Contractor must submit a detailed final report within 30 calendar days of contract completion, which will include but not be limited to:

- A discussion of the impact of the project as compared to baseline conditions and data and an analysis of Afghanistan's agriculture credit sector overall;
- A description of all institutions and organizations worked with in connection with project components and an evaluation of their strengths and weaknesses;
- A discussion of problems encountered, objectives not fully achieved and lessons learned, and suggest ways to resolve identified constraints;
- Incorporation of any additional/available evaluative data compared to project results and any explanatory background; and
- A final financial report.

The final/completion report shall also contain an index of all reports and information products produced under this contract. The completion report may provide recommendations for follow-on work that might complement the work completed under the contract. The COR will provide written comments, and the Contracting Officer may likewise add written comments, which the Contractor shall address in revising the draft and submitting a final completion report. The contractor shall prepare these reports in English, Dari and Pashto.

The COR is required to document/certify in the official COR file on a quarterly basis confirming that the Contractor is complying with specific reporting/delivery requirements.

F.6 KEY PERSONNEL

The contractor shall provide the following key personnel for the performance of this BPA Call: The list of Key Personnel presented below is intended to indicate the expertise needed for this BPA Call and the caliber of candidate considered acceptable.

- Chief of Party/Component one lead
- Grants Manager/Deputy Chief of Party/Component two lead
- Monitoring and Evaluation Specialist/Component three lead

Qualifications of Key Personnel:

The key personnel below are considered to be essential to the work being performed. No replacement of key personnel must be made by the Contractor without the written consent of the Contracting Officer. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the CO and COR no less than 30 calendar days in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.

Chief of Party/Component one lead- The Chief of Party (COP) will be responsible for advising the CEO and the High Council on building and governing a strong and sustainable agriculture finance institution. The COP must have a minimum of a Master’s Degree in a relevant field, such as finance, business administration or economics, as well as a minimum of 10 years of relevant international work experience in the financial sector in developing country contexts. Previous experience in agricultural finance in Afghanistan or similar environments is preferred. The COP must have English language proficiency equivalent to a FSI S4/R4.

Grants Manager/Deputy Chief of Party/Component two lead- The Grants Manager will be responsible for managing the Challenge and Innovation Grants program of the ADF, as well as monitoring and evaluating the supported activities. In addition, s/he will engage other Afghan intermediaries for this program, in partnership with the Chief of Party. The Grants Manager must have a Master’s Degree in a relevant field, such as economics or businesses administration, as well as a minimum of five years of relevant international experience in grants management and/or administration in developing country contexts. The Grants Manager must have English language proficiency equivalent to a FSI S4/R4.

Monitoring and Evaluation Specialist/Component three lead– The Monitoring and Evaluation Specialist will be responsible for all aspects of monitoring and evaluation as well as developing the learning/knowledge management platform. S/he must have a Master’s Degree in a relevant field, such as economics, statistics, or social sciences and at least five years of relevant international experience in monitoring and evaluation and knowledge management. The Monitoring and Evaluation Specialist must have English language proficiency equivalent to a FSI S4/R4.

Qualifications for Short Term Technical Assistance

Short-term Technical Specialists - Technical specialists in areas pertaining to agriculture finance, micro and small enterprise finance, Islamic finance, agricultural bank management, and related areas must be available as required for short-term engagements. Each specialist will have at least five years of experience in the specialized areas for which his or her assistance is needed as well as some experience in Afghanistan or similar country context.

END OF SECTION F

SECTION G – BPA Call ADMINISTRATION DATA

G.1 USAID POINTS OF CONTACT

The Contracting Officer (CO) and Contracting Officer Representative (COR) for this award are as follows:

CONTRACT ADMINISTRATION OFFICE

Dennis Foster, Contracting Officer
Office of Acquisition and Assistance
USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan
Telephone: 202-216-6288

TECHNICAL OFFICE

Ali Ahmad, Contracting Officer's Representative
Office of Agriculture
USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan
Telephone: 202-216-6288

G.2 CONTRACTOR POINTS OF CONTACT AND PAYMENT ADDRESS

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

██████████
Senior Director of Contracts
Phone: 1.301.771.7600
Fax: 1.301.771.7777
Email: contracts@dai.com

G.3 PAYMENT

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

To: Ali Ahmad, COR
Contracting Officer's Representative for ACE-II
Cc: KabulAIDvouchers@usaid.gov
Cc: kabul-OAA-OAG-Team@state.gov
Subject: BAP Call # AID-306-BC-15-00005- Invoice

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

G.4 ACCOUNTING AND APPROPRIATION DATA

REQ-306-15-00003

Accounting info 1
 Accounting Template: 306-KABUL-SOAG-FY2013
 BBFY: 2013 EBFY: 2014
 Fund: ES- OCO
 OP: AFGHANISTA
 Prog Area: A18
 Dist Code: 306-M
 Prog Elem: A074
 Team/Div: AFG/ADAG
 BGA: 306
 SOC: 4100301
 Amount: \$3,500,000.00

G.5 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 G.3. of this contract. The Contracting Officer Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

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

TOTAL EXPENDITURES

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

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

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer

approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY:

TITLE:

DATE:

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

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

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

G.6 TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of work detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform, or cause to be performed, inspections necessary in connection with (a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

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

END OF SECTION G

SECTION H – SPECIAL BPA Call REQUIREMENTS

All clauses contained in Section H of the Support for Economic Growth and Institutional Reform –Financial Sector (SEGIR – FS) BPA No. AID-EEM-E-00-05-00002 are hereby incorporated.

H.1 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

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

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

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

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937. 22 CFR 228 is the governing regulation for procurement of commodities and services financed by USAID federal program funds.

H.3 AAPD 10-04 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES – ACQUISITIONS (SUPPLEMENT TO FAR 52.225-19)

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

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

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

H.4 NATIONAL SECURITY SCREENING (VETTING)

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

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

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

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

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

H.5 GENDER REQUIREMENTS

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

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

H.6 FRAUD REPORTING

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

H.7 USAID/AFGHANISTAN PUBLIC POSTING

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

H.8 BASIS FOR APPROVAL

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

H.9 LOGISTICAL SUPPORT

The Contractor will be responsible for furnishing all logistic support in the United States and overseas unless otherwise stated in the Contract.

H.10 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants must have ENGLISH language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the Contract.

H.11 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(B) The contracting officer shall provide the contractor with written instructions concerning the

conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the government.

H.12 AIDAR 752.219-70 USAID MENTOR-PROTEGE PROGRAM (JUL 2007)

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

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

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

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

- (a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency

procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

- (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

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

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

(See FAR 45.106)

Preface: to be inserted preceding the text of the FAR clause.

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

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

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

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

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

A. Value of property as of last report.

B. Transactions during this reporting period.

1. Acquisitions (add):

a. Purchased by contractor 1/

b. Transferred from USAID 2/

c. Transferred from others- Without reimbursement 3/

2. Disposals (deduct):

a. Returned to USAID

b. Transferred to USAID-Contractor Purchased

- c. Transferred to other Government agencies 3/
- d. Other disposals 3/

C. Value of property as of reporting date.

D. Estimated average age of contractor held property

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

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

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

PROPERTY INVENTORY VERIFICATIONS

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

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

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

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

(c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

H.17 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.18 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 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 (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.)

The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

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

H.19 AIDAR 752.7006 NOTICES (APR 1984)

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

H.20 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or

731.371(b), as applicable.

H.21 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)

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

H.22 AIDAR 752.7025 APPROVALS. (APR 1984)

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

H.23 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

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

project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:

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

this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.

- (4) The period of service overseas required under paragraph (c) (2) or paragraph (c) (3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days vacation/sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
- (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.
- (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend no more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
- (7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.
- (d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.
- (e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.
- (f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

H.24 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

(Class Deviation OAA-DEV-14-01c)

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

H.25 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

- (a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."
- (b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

H.26 ADS 302.3.5.5 REPORTING OF U.S. FOREIGN TAXES (JULY 2007)

[Section 579 of the Foreign Operations, Export Financing, and Related Programs Appropriations Act of FY 2003](#) requires certain steps to prevent countries from imposing taxes [defined as Value Added Tax (VAT) or custom duties] on U.S. foreign assistance, or if imposed, requires the countries to reimburse the assessed taxes. The Department of State has published guidance for implementing this section of the Act. The Act requires certain reporting to Congress. Contracting Officers (COs) must insert the provision "Reporting of Foreign Taxes" found in [ADS 302mas, Special Provisions for Acquisition](#) in all contracts that obligate fiscal year 2003 or later funds, except for the following:

- Contracts funded with Operating Expense or [Pub. L. 480](#) funds, or

- Contracts where there will be no commodity transactions in a foreign country over the amount of \$500.

The provision specifies that the contractor must submit certain reports to the Contracting Officer's Representative, with copies to the relevant Embassy, the Mission, or the Office of the Chief Financial Officer, Cash Management and Payments Division. 302.3.8.8 provides guidance to COs on the appropriate office to be specified in the provision.

H.27 ADS 302.3.5.9 NONDISCRIMINATION (JULY 2012)

Most Federal contractors are prohibited by law and regulation from discrimination with regard to race, color, religion, sex, national origin, disability, age, genetic information, or veteran status when work under their contract is performed in the U.S. or employees are recruited from the U.S. The requirements applicable to Federal contracts are found in FAR Part 22—application of labor laws to government acquisitions and the clauses in FAR Part 52.227.

Additionally, while not a mandatory requirement, the Agency encourages all organizations performing under USAID contracts, including those performed solely overseas, to apply these same standards of nondiscrimination to other bases, including sexual orientation, gender identity, pregnancy, and any other conduct that does not adversely affect performance, subject to applicable law.

Contracting officers must include the provision “Nondiscrimination” in all solicitations and contracts. This provision contains non-mandatory language that encourages contractors to establish comprehensive nondiscrimination policies for their workplaces.

H.28 ADS 302.3.5.14 USAID DISABILITY POLICY - ACQUISITION (DEC 2004)

USAID's Disability Policy Paper articulates the Agency's commitment to advocate for, outreach to, and include of people with physical and mental disabilities, to the maximum extent feasible, in the design and implementation of USAID programming. The Policy Paper also provides guidance for making that commitment operational.

a. COs must insert the provision “USAID Disability Policy” found in ADS 302mas, Special Provisions for Acquisition in Section H of all Requests for Proposals (RFPs) and resulting contracts.

b. Accessibility Standards for USAID Construction Contracts. The Agency developed a provision setting forth its objectives for accessibility standards in USAID-financed construction. The provision requires the Contracting Officer (CO)'s sign-off where compliance with accessibility standards is technically infeasible or presents an undue burden. To issue this approval, the CO must first obtain a waiver (see 302.3.6.11 for details). The CO must also insert the clause “ADS 302mas, Standards for Accessibility for the Disabled in USAID Construction Contracts” in solicitations and resulting contracts for construction or renovation using Agency program funds.

H.29 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUG 2013)

A third-party Web site is a site, including a project Web site, which is hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract (See ADS 545).

COs must insert the provision “USAID-Financed Third-party Web Sites” found in ADS 302mas,

Special Provisions for Acquisition in all USAID-funded solicitations and contracts that require development and/or maintenance of a third-party Web site to achieve project implementation goals.

If the contract includes a requirement to develop and/or maintain a project Web site, which is defined as a third-party Web site, the COR must coordinate with the Bureau for Legislative and Public Affairs (LPA) for appropriate guidance (See ADS 557, Public Information, Section 557.3.4.1 and Standalone Websites Financed Under USAID Acquisition Instruments.) The COR also serves as a liaison between the contractor and the Chief Information Security Officer (CISO), maintains a record of all approvals/clearance obtained and/or required contractor reports filed in the COR file, and informs the CO of any non-compliance with the contract requirements pertaining to be Web site development, launch, or maintenance.

H.30 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

ADS 580, Conference Planning and Attendance, provides the Agency policy directives and required procedures for conferences funded in whole or in part by USAID and the attendance of USAID employees at conferences sponsored by others. The policy is applicable to conferences funded with USAID operating expense and program funds (including those hosted by contractors) with certain exceptions that are contained in ADS 580. A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel by USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire, personal services contractor, including U.S. PSC, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN), or federal employee detailed to USAID from another government agency.

When the requirement for a USAID-funded conference, as defined above, is included in the Statement of Work, the CO must incorporate into the award the provision entitled “Conference Planning and Required Approvals” found in mandatory reference ADS 302mas, Special Provisions for Acquisition.

If all the required data is available at the time of award, the Mission or B/IO requesting office is required to obtain the appropriate Agency approvals and provide such approvals to the CO to be incorporated in the award.

If all the required data is not available at the time of award, prior to committing any conference related costs, the contractor must submit a request for approval of the conference to the COR in accordance with the provision entitled “Conference Planning and Required Approvals.” The COR is responsible for obtaining the required agency approvals and providing such approval to the contractor in writing.

H.31 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

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

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

Death of an individual.

Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee

The detention of an employee against their will.

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

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

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

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

H.32 SUB-AWARD REQUIREMENTS (MARCH 2012)

(a) **Applicability:** This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) **Definitions:** The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
 - (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
 - (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;
- (f) Provisions for specific contract types:
- (i) [To be included by CO for use with construction contracts: Not Applicable]
- (g) For purposes of calculating tiers, the following will not be considered a tier:
- (i) subsidiaries of the awardee;
 - (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
 - (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
 - (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
 - (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.
- (h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

H.33 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

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

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

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

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

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

H.34 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.35 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

H.36 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)

In response to the general threat of unauthorized access to federal facilities and information

systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 “smart card” IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new “smart card” IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID’s information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a PSC* or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID’s information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W the Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and the Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID’s information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual’s employment with the Contractor or completion of the contract, whichever occurs first.

The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The Contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID’s information systems.

H.37 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011)

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

(a) Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications.

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

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

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

H.38 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.39 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.40 INSURANCE AND SERVICES

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

- (1) AON Risk Insurance Services West, Inc.
199 Fremont St, Suite 1400, San Francisco, CA 94105
Hours: 8:30 AM to 5:00 PM Pacific Time
Primary contact: Fred Robinson, Phone (415) 486-7516
Secondary contact: Angela Falcone, Phone (415) 486-7000
or
- (2) AON Risk Insurance Services East, Inc.
1120 20th St, NW, Suite 600, Washington, DC 20036
Hours: 8:30 AM to 4:00 PM Eastern Time
Primary contact: Ellen Rowan, Phone (202) 862-5306
Secondary contact: Chris Thompson, Phone (202) 862-5302

H.41 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.42 ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

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

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

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

H.43 NONEXPENDABLE PROPERTY PURCHASES, INFORMATION

The Contracting Officer, hereby, provides approval for the NXP list included in the Contractor's proposal. The Contractor is required to follow the requirements in ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID, and ADS 548 for the acquisition of Information Technology (IT) equipment. No further approval is required from the Contracting Officer for the acquisition of NXP unless it is restricted as per Section H.1.

H.44 GRANTS UNDER CONTRACT

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

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

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

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

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

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

Records Retention. The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant-making (including with respect to the deliberations of all Review Panels) and grant administration

hereunder. Copies of all reports received from grantees will be available at all times to the Contracting Officers Representative USAID and the Comptroller General shall have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the Contract, the Contractor shall consult with the Contracting Officer for direction as to which records shall be transferred to USAID.

H.45 ADS 302.3.5.21 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

The USAID Implementing Partner Notices Portal for Acquisition (referred to as “IPN Portal”) streamlines USAID’s process of providing universal bilateral modifications for awards to Partners/Contractors for their signature (see additional Post Award policy at 302.3.8.10). COs must insert the provision “USAID Implementing Partner Notice (IPN) Portal for Acquisition (July 2014)” from ADS 302mas, Special Provisions for Acquisition in all solicitations and resulting contracts. COs may also modify existing awards to include the new special provision by notifying contractors that a proposed IPN Portal modification with the provision is posted to the IPN Portal for Acquisition for their signature.

H.46 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

[End of Provision]

H. 47 USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT (June 2015)

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

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

- GPS (global positioning system) data and other supporting details on the specific implementation activities as detailed in the workplan.
- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/ vouchered expenses.
- Documents as required in the reporting requirements section of the award.

The AOR/COR responsible for the award will provide specific guidance on reporting, provide access to the system for the Implementing Partner (IP), and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. IPs must use the USAID Info interface for data entry.

Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1).

Unless otherwise specified, USAID Info/Afghan Info can be accessed at: USAIDInfo.USAID.gov

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1 General

All clauses contained in Section I of the Support for Economic Growth and Institutional Reform – Financial Sector (SEGIR – FS) BPA No. AID-EEM-E-00-05-00002 are hereby incorporated.

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 www.acquisition.gov/far:

52.202-1	Definitions.	NOV 2013
52.203-5	Covenant against Contingent Fees	MAY 2014
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	APR 2014
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.216-24	Limitation of Government Liability	
52.216-25	Contract Definitization	
52.216-30	T& M labor/hr. proposal requirements none commercial Acquisition without adequate price adjustment.	FEB 2007
52.222-17	Nondisplacement of Qualified Workers	
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	DEC 2012
52.232-7	Payments and Materials under Time and Labor Hour	AUG 2012
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-2	Service of Protest	SEP 2006
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-3	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	MAR 2015
52.246-6	Inspection of Time and Material and Labor Hour	MAY 2001

AIDAR 48 CFR Chapter 7

752-202-1	DEFINITIONS – SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS	(JAN 1990)
752.211-70	LANGUAGE AND MEASUREMENT	(JUN 1992)
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	(MAY 2004)
752.225-71	LOCAL PROCUREMENT	(FEB 1997)
752.226-3	LIMITATIONS ON SUBCONTRACTING	(JUN 1993)

752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENCE BASE ACT) (UNDATED)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	(UNDATED)
752.229-70	FEDERAL, STATE AND LOCAL TAXES	(UNDATED)
752.231-71	SALARY SUPPLEMENTS TO HG EMPLOYEES	(OCT 1998)
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	(APR 1984)
752.7011	ORIENTATION AND LANGUAGE TRAINING	(APR 1984)
752.7015	USE OF POUCH FACILITIES	(JUL 1997)
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	(JAN 1999)
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	(APR 1984)
752.7025	APPROVALS	(APR 1984)
752.7029	POST PRIVILEGES	(JUL 1993)
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN1990)	
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	(DEC 1991)
752.7035	PUBLIC NOTICES	(DEC 1991)

I.2 FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (DEC 2013)

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

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

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

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

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

- (b) The Contractor shall -
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.5 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"*] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) below, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) below.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name,

address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the

weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time

specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract,

except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.6 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

a) "Cancellation," as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer—

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only—

(1) Costs—

(i) Incurred by the Contractor and/or subcontractor;

(ii) Reasonably necessary for performance of the contract; and

(iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date—

(1) Of notification of the nonavailability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are

applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include—

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. “Useful commercial life” means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

I.7 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 90 calendar days.

I.8 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

“Forced Labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

I.9 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) *Definitions*. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice*. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [30] calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the

Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [30] calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.10 52.244-2 SUBCONTRACTS (OCT 2010)

- (a) Definitions. As used in this clause—
“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).
“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.
“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—
(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
(2) Is fixed-price and exceeds—
(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:
1) [REDACTED] and
2) [REDACTED]
- (e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
(i) A description of the supplies or services to be subcontracted.
(ii) Identification of the type of subcontract to be used.
(iii) Identification of the proposed subcontractor.
(iv) The proposed subcontract price.
(v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
(vii) A negotiation memorandum reflecting—
(A) The principal elements of the subcontract price negotiations;

- (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
 - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
 - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
 - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
 - (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

I.11 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

- (a) Definitions. As used in this clause—
 - “Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.
 - “Full cooperation”—
 - (1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;
 - (2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does

not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States,” means the 50 States, the District of Columbia, and outlying areas.

(b) ***Code of business ethics and conduct.***

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct; and

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the

Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

I.12 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APRIL 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

I.13 AIDAR 752.204-2 SECURITY REQUIREMENTS

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

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

I.14 AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (OCT 1996)

(a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 1241(b) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 75 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.

(b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of programs or activities that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 or 75 percent, depending on current compliance with Cargo Preference requirements. If freight under the contract is fixed on a U.S. flag vessel, Alternate I of this clause shall apply.

- (c) (1) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both the Division of National Cargo, Office of Cargo Preference, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, and the Transportation Division, Office of Procurement, USAID, Washington, DC 20523-7900.
- (2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
- (i) Sponsoring U.S. Government agency.
 - (ii) Name of vessel.
 - (iii) Vessel flag registry.
 - (iv) Date of loading.
 - (v) Port of loading.
 - (vi) Port of final discharge.
 - (vii) Description of commodity
 - (viii) Gross weight in pounds and cubic feet if available.
 - (ix) Total ocean freight revenue in U.S. dollars.

Alternate I

- (d) If freight is fixed on a U.S. flag vessel, except as provided in paragraph (e) of this clause, the contractor shall use privately owned U.S. flag commercial vessels, and no others, in the ocean transportation of any supplies to be furnished under this contract.
- (e) If such vessels are not available, or not available at rates that are fair and reasonable for privately owned U.S. flag commercial vessels, the Contractor shall notify the contracting officer and request either authorization to ship in foreign-flag vessels or designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the supplies in privately owned U.S.-flag commercial vessels and foreign-flag vessels.

I.15 AIDAR 752.7002 TRAVEL AND TRANSPORTATION. (JAN 1990)

- (a) General. The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.
- (b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel

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

- (c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.
- (d) Travel for consultation. The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor's office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.
- (e) Special international travel and third country travel. For special travel which advances the purpose of the contract, which is not otherwise provided by the Cooperating Government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel cost of travelers other than between the United States and the Cooperating Country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.
- (f) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag

carriers will be reimbursable within the above limitation of allowable costs.

- (g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.
- (h) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.
- (i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.
- (j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:
 - (1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j) (1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.
 - (i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.
 - (ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.
 - (2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the

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

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

from the post of duty are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs for transportation of vehicles, effects and goods to the post of duty are reimbursable hereunder but the costs for transportation of vehicles, effects and goods from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract.

- (3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.
- (n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.
- (o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (m) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct hire employees under the Uniform Foreign Service Travel Regulations.
- (p) International ocean transportation.
 - (1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.
 - (i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Office of Procurement, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.
 - (ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

- (2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.
- (3) Reduced rates on U.S. flag carriers. Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of USAID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resale-payment of freight charges is at U.S. Government (USAID) expense and any special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in an amount in excess of the reduced rates available in accordance with the foregoing.

I.16 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.
- (b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.
- (c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.
- (d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.
- (e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

I.17 AIDAR 752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS (JAN 1990)

- (a) Changes in travel, differential, and allowance regulations shall be effective on the beginning of the contractor's next pay period following the effective date of the change as published in the applicable travel regulations (the Standardized Regulations (Government Civilians, Foreign Areas), the Uniform State/USAID/USIA Foreign Service Travel Regulations, and the Federal

Travel Regulations).

- (b) The Standardized Regulations (Government Civilians Foreign Areas), and the Federal Travel Regulations are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.
- (c) Information regarding the Uniform State/USAID/USIA Foreign Service Travel Regulations as referenced in the "Travel and Transportation" clause of this contract may be obtained from the Contracting Officer.

I.18 AIDAR 752.7019 PARTICIPANT TRAINING (JAN 1999)

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

I.19 AIDAR 752.7027 PERSONNEL (DEC 1990)

- (a) Clearance.
 - (1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.
 - (2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

- (b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.
- (c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.
- (d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.
- (e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.
- (f) Duration of Appointments.
 - (1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:
 - (i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.
 - (ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.
 - (iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.
 - (iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.
 - (2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.
- (g) Employment of Dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. He or she shall be entitled to salary for the time services are actually performed in the Cooperating Country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

I.20 AIDAR 752.7028 DIFFERENTIAL AND ALLOWANCES (JUL 1996)

(This clause does not apply to TCN and CCN employees. TCN and CCN employees are not

eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained and made available as part of the contractor's records which are required to be preserved and made available by the "Examination of Records by the Comptroller General" and "Audit" clauses of this contract.)

- (a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. (See Standardized Regulation 510) When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.
- (b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. (See Standardized Regulation 130) Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.
- (c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of
 - (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and

- (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.
- (d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended. (See Standardized Regulation 220)
- (e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended. (See Standardized Regulation 230)
- (f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)
- (g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. (See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.
- (h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)
- (i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

- (j) Danger pay allowance.
 - (1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)
 - (2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

I.21 AIDAR 752.7033 PHYSICAL FITNESS (JUL 1997)

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

- (a) Assignments of less than 60 days in the Cooperating Country. The contractor shall require employees being assigned to the Cooperating Country for less than 60 days to be examined by a licensed doctor of medicine. The contractor shall require the doctor to provide to the contractor a written statement that in his/her medical opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. Under a cost reimbursement contract, if the contractor has no such written statement of medical opinion on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, in the case of a cost reimbursement contract, the contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.
- (b) Assignments of 60 days or more in the Cooperating Country.
 - (1) The Contracting Officer shall provide the contractor with a reproducible copy of the "USAID Contractor Employee Physical Examination Form".** This form is for collection of information; it has been reviewed and approved by OMB. Information required by the Paperwork Reduction Act for reporting the burden estimate, the points of contact regarding burden estimate, and the OMB approval expiration date (see 701.105(a)), are printed on the form. The contractor shall reproduce the form as required, and provide a copy to each employee and authorized dependent proposed for assignments of 60 days or more in the Cooperating Country. The contractor shall have the employee and all authorized dependents obtain a physical examination from a licensed physician, who will complete the form for each individual. The employee will deliver the physical examination form(s) to the embassy health unit in the Cooperating Country.

** The USAID Contractor Employee Physical Examination Form appears at the end of

the AIDAR as an attachment. It is not part of the AIDAR. It appears as an attachment only for the reader's convenience.

- (2) (The following information is provided for two purposes: to assist fixed price offerors to develop their price proposal, and to provide cost reimbursement contractors with guidance in determining reasonable and allowable costs.) As a contribution to the cost of medical examinations, USAID shall reimburse the contractor for the physical examination authorized in paragraph (a) of this section in an amount not to exceed \$100 for the physical examination, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy. For physical examinations authorized in paragraph (b) (1) above, the USAID contribution to the cost of the examination shall be as follows:
- (i) For the employee and authorized dependents 12 years of age and over, one half of the cost of each examination up to a maximum USAID share of \$300 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.
 - (ii) For authorized dependents under 12 years of age, one half of the cost of each examination up to a maximum USAID share of \$120 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.
 - (iii) The contractor must obtain the prior written approval of the Contracting Officer to receive any USAID contributions higher than these limits

END OF SECTION I

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment 1	DAI PRE- Approved GSA Scheduled Rates and Discounts
Attachment 2	IEE
Attachment 3	USAID PARTNER INFORMATION FORM