

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE 1 OF 90 PAGES			
2. CONTRACT (Proc. Inst. Ident.) NO. AID-306-C-12-00006		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-306-12-000074				
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Roots of Peace 990 A Street, Suite 402 San Rafael, CA USA 94901		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input type="checkbox"/> OTHER (See below)					
DUNS: 133714463		9. DISCOUNT FOR PROMPT PAYMENT					
CODE		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM Section G.5			
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY CODE Office of Financial Management USAID/Afghanistan KabulAIDevouchers@usaaid.gov					
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input type="checkbox"/> 41 U.S.C. 253(c)(1)		14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
1	Afghan Agriculture Research and Extension Development Program (AGRED)	1	1	23,638,611	23,638,611		
15G. TOTAL AMOUNT OF CONTRACT ▶ \$ 23,638,611							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or Print) HEIDI KÜHN, CEO, ROOTS OF PEACE				20A. NAME OF CONTRACTING OFFICER Bruce McFarland			
19B. NAME OF CONTRACTOR BY <i>Heidi Kühn</i> (Signature of person authorized to sign)		19C. DATE SIGNED <i>July 16, 2012</i>		20B. UNITED STATES OF AMERICA BY <i>[Signature]</i> (Signature of Contracting Officer)		20C. DATE SIGNED <i>17 July 12</i>	
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COMMONLY USED ACRONYMS

ACO	Administrative Contracting Officer
ADS	Automated Directives System
AGRED	Afghan Agriculture Research and Extension Development Program
AIDAR	USAID Acquisition Regulation
AKIS	Agricultural Knowledge Information System
AO	Assistance Objective
ASNF	Afghanistan Special Narcotic Force
ANSF	Afghanistan National Security Forces
BIP	Branding Implementation Plan
CBCMP	Capacity Building and Change Management Program
CCN	Compensation for Cooperating Country
CGIAR	Consultative Group on International Agricultural Research
CENTCOM	Central Command
CIB	Combat Information Bulletin
CJTF	Afghan Criminal Justice Taskforce
CNPA	Counter Narcotics Police of Afghanistan
CO	Contracting Officer
COP	Chief of Party
COR	Contract Officer's Representative
COST	Cost reimbursable type contract with no fee paid
CPFF	Cost-Plus Fixed Fee
CST	Contractor Salary Threshold
CYMMIT	International Maize and Wheat Improvement Center
DAIL	Directorate of Agriculture, Irrigation, and Livestock
DBA	Defense Base Act
DC	District of Columbia
DCOP	Deputy Chief of Party
DEC	Development Experience Clearinghouse
DOC	Department of Commerce
DOD	Department of Defense
DOJ	Department of Justice
DOS	Department of State
DQA	Data Quality Assessment
DUNS	Data Universal Numbering System
FAO	Food and Agriculture Organization of the United Nations
FAR	Federal Acquisition Regulation
FHCRAA	Future Harvest Centers' Consortium for Rebuilding Afghan Agriculture
GIRoA	Government of the Islamic Republic of Afghanistan
GIS	Geographic Information System
GUC	Grants Under Contract
HQ	Head Quarters
HSDP	Homeland Security Presidential Directive
HR	Human Resources
ICARDA	International Center for Agricultural Research in the Dry Areas
ID	Identification
IT	Information Technology
IPA	Intergovernmental Personnel Act
IR	Intermediate Result
LOE	Level of Effort

LOP	Life of Project/Program
MAIL	Ministry of Agriculture, Irrigation, and Livestock
M&E	Monitoring and Evaluation
MOU	Memorandum of Understanding
MP	Marketing Plan
MSc.	Master of Science
NABDP	National Area-Based Development Program
MRRD	Ministry of Rural Rehabilitation and Development
NAEC	National Agriculture Education Center
NARDTC	National Agriculture and Rural Development Training Center
NARP	National Agricultural Experiment Stations Rehabilitation Project
NATO	North Atlantic Treaty Organization
NCU	National Coordination Unit
NGO	Non Governmental Organization
NSB	National Seed Board
OAA	Office of Acquisition and Assistance
OAG	Office of Agriculture
OIEE	Office of Infrastructure, Energy, and Engineering
ORCA	Online Representation and Certification Applications
PCU	Project Coordination Unit
PhD	Doctor of Philosophy
PMP	Performance Monitoring Plan
PI	Public Information
PIV	Personal Identity Verification
PO	Program Objective
PPA	Pollution Prevention Act of 1990
PRA	Participatory Rural Appraisal
R&E	Research and Extension
REPC	Research and Extension Program Coordinators
RC	Regional Command
SB	Small Business
SIR	Sub Intermediate Result
SO	Strategic Objective
SPOT	Synchronized Pre-Deployment and Operational Tracker
TAC	Technical Advisory Committee
TIN	Taxpayers Identification Number
TCN	Third Country Nationals
U.S.	United States
UNDP	United Nations Development Program
USAID	United States Agency for International Development
USAID/W	United States Agency for International Development Washington Office
USDA	United States Department of Agriculture
USG	United States Government
VSIDP	Variety and Seed Industry Development Project
WFP	World Food Program of the United Nations

PART I THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this program is to increase agricultural productivity and income through the application of science and technology. The Afghan Agricultural Research and Extension Development (AGRED) program will build the capacity of the Government of the Islamic Republic of Afghanistan's (GIROA) Ministry of Agriculture, Irrigation and Livestock (MAIL) and Directorates of Agriculture, Irrigation and Livestock (DAIL) to sustainably procure/develop and deploy productivity-enhancing technologies and best practices. The program will strengthen the technical skills of extension and research professionals in state of the art extension and advisory service delivery approaches and methods through on the job and short- and long-term formal trainings. AGRED will facilitate farmers' access to productivity-enhancing technologies and knowledge, institutionalize an integrated research and extension system and rebuild critical assets of selected research and extension centers and stations.

The capacity development work will focus on MAIL and DAILs centers and stations in seven provinces - Balkh, Herat, Kabul, Kandahar, Kunduz, Nangarhar and Paktya. The facilitation of access to technologies and knowledge will be implemented in 50 MAIL priority districts in the seven target provinces, as well as in Badghis, Baghlan, Balkh, Faryab, Ghazni, Hirat, Jowzjan, Kabul, Kunduz, Parwan, Samangan, Takhar, and Zabul.

B.2 CONTRACT TYPE

This is a Cost Contract (COST) Term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E based on the Scope of Work (SOW) found in Section C of this contract.

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fee(s) is \$23,638,611. There will be no fee paid to the contractor.

(b) Within the estimated cost specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is \$6,403,300.00. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through 07/14/2013.

B.4 RESERVED

B.5 RESERVED

B.6 COST REIMBURSABLE

This is a Cost Reimbursable contract. The costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

Afghan Agricultural Research and Extension Development (AGRED)

C.1 PURPOSE AND PROGRAM WORK LOCATIONS

AGRED is an aid-effective program with the objective of building the capacity of Afghanistan's Ministry of Agriculture, Irrigation and Livestock to design and deliver a technical research and extension agenda and component activities. The overarching goal of AGRED is to increase agricultural productivity and income through the application of science and technology. AGRED will build the capacity of the Government of the Islamic Republic of Afghanistan's (GIROA) MAIL and Directorates of Agriculture, Irrigation and Livestock (DAIL) to sustainably procure/develop and deploy productivity-enhancing technologies and best practices and manage related extension activities. The program will strengthen the technical skills of extension and research professionals in state of the art extension and advisory service delivery approaches and methods through on the job and short- and long-term formal trainings. AGRED will facilitate farmers' access to productivity-enhancing technologies and knowledge, institutionalize an integrated research and extension system and rebuild critical assets of selected research and extension centers and stations. The AGRED program will provide technical support to GIROA as it implements a companion agreement, funded through an Implementation Letter (IL) negotiated between GIROA and USAID and implemented by MAIL. The estimated cost for the work performed through the IL is estimated at \$7,450,000; \$8,850,000; \$8,891,033; \$8,291.032; and \$6,500,000 in FYs 2012, 2013, 2014, 2015, and 2016 respectively.

C.2. SCOPE

AGRED will operate primarily in seven MAIL regional research stations located in Balkh, Herat, Kabul, Kandahar, Kunduz, Nangarhar and Paktya and the central MAIL Directorates of Research and Extension. These seven field research stations will further be linked to extension activities to be carried out in 50 MAIL priority districts as outlined below:

Provinces	Districts
Badakhshan	Kishim and Baharak
Badghis	Qadis
Baghlan	Baghlan
Balkh	Dolat Abad, Dehdadi, Chimtal, Sholgara and Nahre Shahi
Bamyan	Bamyan and Yakaolang in Bamyan
Daykundi	Shahristan
Faryab	Khoja Sabzposh, and Almar
Ghazni	Gaghori and Khoja Omari
Ghor	Lal Wa Sargangal
Hilmand	Nadali Garmsir
Hirat	Gozara, Pashton Zarghon and Shindand
Jowzjan	Agcha
Kabul	Shakar Dara, and Char Asyab
Kapisa	Kohestan
Khost;	Sayed Abad
Kunar	Narang and Khas Kunar
Kunduz	Kunduz, Khan Abad and Amam Saheb
Laghman	Qarghaee
Logar	Mohammad Agha
Nangarhar	Mohmand Dara, Sorkhrood, Rodad, Pachirogam, and Kama

Pakita	Ahmad Abad
Parwan	Charikar and Sayed Khil
Samangan	Aybak
Sari Pul	Saripul
Takhar	Talghan and Bangi
Uruzgan	Dehrawood
Wardak	Agha
Zabul	TBD

The above districts were identified through the Agriculture, Knowledge and Information Systems (AKIS) extension model as implemented through MAIL. District targets will be finalized through the annual work-planning process undertaken in coordination with USAID and MAIL.

The contractor must be committed to cooperating in a tripartite Memorandum of Understanding with MAIL and USAID that describes the relationships, responsibilities and coordination among the parties.

C.3 BACKGROUND

C.3.1. Afghanistan's Agriculture Sector

Historically, Afghanistan's agricultural sector supported a food secure nation. In the 1970s, a strong public sector-provided agricultural research, extension, and advisory service coupled with a relatively low population (14 million), allowed Afghanistan to successfully meet its national demand for cereals and to sustain a flourishing export market in horticultural products¹. Since then, the sector has experienced a multitude of development challenges. Persistent wars and civil conflicts decimated critical infrastructure.

Increased population pressure has decreased per capita land holdings. Access to finance, critical extension services, inputs and market is limited; given the destruction of public services over 30 years of conflict. Overgrazing of rangelands and deforestation has accelerated soil erosion, thereby inducing severe soil fertility degradation. Because of these, and adverse environmental factors such as cyclic droughts, the agricultural sector in Afghanistan has suffered a major decline. For instance, the productivity of rain-fed cereal, on which over 80% of the small producers depend, is reportedly as low as 0.6 t/ha, relative to the system's potential of 1 t/ha to 2 t/ha with simple agronomic best practices, thereby producing a large group of vulnerable rural poor. Because of such persistent decline in overall sector productivity, in 2007-2008, 35% to 45% of the population was unable to get enough food for a healthy and productive life.² Afghanistan continues to experience chronic food deficit and increased dependence on emergency food aid.

On a positive note, considerable potential for productivity improvements exists through increased access to quality seed, fertilizer, agronomic best practices, and draft or mechanical power. With appropriate and adequate extension and advisory services interventions, the declining productivity trend can be reversed. Success in increasing agricultural productivity will require efficient and effective application of improved technologies (e.g. improved varieties and farming techniques) and more efficient natural resource management (e.g. soil and water conservation) and the use of agronomic best practices.

¹ DFID, (2009). Agricultural Extension in Afghanistan: Review and Recommendations

² Wikipedia, (n.d.) Economy of Afghanistan; Retrieved 6/5/2010 from http://en.wikipedia.org/wiki/Economy_of_Afghanistan

C.3.2. Agricultural Research and Extension System

The Afghan agricultural research and extension services are located at MAIL. The services were established in 1959 and underwent a series of evolutionary processes before finally being transformed into the present

¹ ¹ DFID, (2009). Agricultural Extension in Afghanistan: Review and Recommendations

² Wikipedia, (n.d.) Economy of Afghanistan; Retrieved 6/5/2010 from http://en.wikipedia.org/wiki/Economy_of_Afghanistan

day “Research Institute of Afghanistan” in 1982 with 12 agricultural research stations engaged in various field trials to select and test the performance of various staple crop varieties. When the conflict that engulfed Afghanistan in the 1980s began, the country had a relatively well-developed applied agriculture research and extension system consisting of 24 research stations with over 1,000 research and extension professional staff, and over 400 extension units.

The general trend of productive organizational growth, increasing emphasis on the agricultural research and extension services, and human and institutional capacity development efforts ended with the fall of the communist regime in the early 1990s. The factional infighting that followed destroyed critical research and extension infrastructure and triggered a drain of qualified professionals within the service.

During this period, applied research efforts stopped, research and extension stations were looted, staff did not receive salaries, and the exodus of the research and extension professionals accelerated.

Under the Taliban government the quality and coverage of the extension service further declined, crop and animal production dropped by almost 50%, and the number of extension workers dropped from over 1000 to approximately 650 countrywide. Most of the extension workers were Mullahs with limited agricultural technical knowledge or skills. The teaching of agricultural subjects was undermined in favor of religious learning. There was limited, if any, provision of inputs (e.g. seed, fertilizer and technologies) to farmers, nor was there any regulation of markets or private organizations. Farmers were left in a weak, uncompetitive position vis-à-vis private businessmen and were unable to contribute meaningfully to national economy. The agricultural economy declined to subsistence level production.

In 2002, with a program support provided by USAID and in collaboration with the national research and extension system, a consortium of the Future Harvest Centers (Consortium for Rebuilding Afghan Agriculture (FHCRAA)) restarted series of wheat varietal selection and seed multiplication and distribution activities³. The consortium also rebuilt five agricultural stations in Kabul, Baghlan, Kunduz, Takhar, and Nangarhar⁴.

In 2003, experimental plots of wheat, barley, chickpea, lentils, faba bean, tomato, onion, and pepper were harvested for the first time in many years. The consortium also repatriated seed from duplicate collections from around the world that were lost during the past decades of conflict. Forty-one barley landraces and 250 kilos seed of several cereal and legume landraces were returned: 60 almond, 47 pistachio, 14 pomegranate and 16 melon landraces from Afghanistan were collected; and fruit tree nurseries were established at research farms in Nangarhar, Baghlan, Kunduz, and Takhar⁹. Currently, the national research system has 18 research stations and sub-stations, mostly located in provincial capitals. The research program-related staff at these stations lack experience or knowledge of modern applied research and extension methodology. By 2010, only 21 professionals with a postgraduate degree (PhD or MSc) existed in the system, and 11 of those were stationed in Kabul. The same issues that have weakened overall Afghanistan public institutions over the last 30 years also severely diminished the rigor of university education in Afghanistan. Therefore, the few professionals with graduate degrees from the national university make up the bulk of the professional technical staff of the research and extension system, but they are ill equipped to undertake effective applied research and extension activities.

³ ICARDA, (2004) Rebuilding Agriculture in Afghanistan. Retrieved 09/25/2011 from <http://www.icarda.org/afghanistan/PDF/FHCRAA.pdf>

⁴ ICARDA, 2002. Needs assessment on feeds, livestock and rangelands in Afghanistan. ICARDA, Aleppo, Syria.

Currently, MAIL has offices in all 34 provinces and 364 districts. However, only 136 of these district offices

have functioning extension units and less than 5% of the entire workforce has specialized training. Various disciplinary departments housed at the headquarters in Kabul decide the technical program. As in the past, cereals and pulses variety selection and seed multiplication and dissemination remain the primary focus. New wheat, other cereal and legume genotypes are provided by the collaborating international research centers such as ICARDA and CIMMYT. FAO takes the best released materials (breeder seeds) and in collaboration with the government and private sector seed systems, multiplies the seed to produce foundation and certified seed of high quality that farmers purchase. The beneficiaries of this highly subsidized operation are largely medium- and large-scale producers involved in mechanized farming.

C.3.3. MAIL Research and Extension Needs

MAIL's research and extension programs cover agronomy, horticulture, livestock, forage and forestry, plant protection, soils, and agricultural mechanization. A crop improvement program is essential to the advancement of new varieties and eventually to Afghan breeding programs, which currently does not exist in MAIL's research system. Furthermore, MAIL urgently needs capacity to form a partnership with relevant international and regional research institutions to sustainably procure, evaluate, select and deploy improved varieties and agronomic best practices. Priority thematic areas of emphasis for extension and applied research interventions by the crop improvement program could include varietal improvement; pests and diseases management; agronomy; weed control, seeding regime, nutrient management and comparative analysis of till/no till.

The Agronomy Program conducts research on very limited thematic areas and the benefits of the outputs to local communities are very limited. The Agronomy Program needs to better integrate with other programs in key areas, such as cereals and horticultural programs, with emphasis on-farm adaptive research. The scope of the plant protection research is narrowly focused on disease evaluations in the wheat nurseries. The Soils Program is at an early stage of rebuilding/developing national plant and soil laboratories. The existing laboratories lack analytical instrumentation that is in working condition, as well as skilled laboratory technicians to provide effective analytical services. Thus, at present, there is little capability in plant and soil analysis in MAIL and DAILs.

The Horticulture Program is responsible for research on trees and vines (almonds, apples, stone fruit, and grapes) and vegetables (tomatoes, onions, carrots, and cucurbits, especially melons). In 2005, Afghanistan reportedly exported \$127 million worth of horticultural products and the target by 2015 is \$934 million. To meet this target a significant increase in production at the lowest possible cost will be needed. Sector productivity is constrained by antiquated production methods; inadequate water supply, and lack of improved technologies (e.g. improved varieties, processing infrastructure and storage facilities).

Research and extension interventions in livestock sector focus on animal health, range management, and dairy production through externally funded projects. Specifically, the programs and/or projects train farmers in improved dairy production and animal husbandry, vaccinate animals against known animal health threats, and in rare cases, provide drugs to treat common animal health concerns. These activities are neither adequate nor are they strategically coordinated. The interventions, largely supported from external sources and implemented by expatriate employees on a limited appointment contract, falls far short of meeting national demand for such critical services. The national livestock research and extension system lacks human, financial and material resources to undertake meaningful extension or research interventions.

⁵ DFID, (2009). Agricultural extension in Afghanistan: Review and Recommendations; Kabul, Afghanistan. 67p

MAIL's research and extension systems are highly centralized, with programmatic, budgetary and personnel decisions generally originating from the upper levels of MAIL's administration. The extension service, in particular, was established as a top-down, public sector agency to transfer new technologies to farmers. Currently field-level extension services are largely dominated by the role of the private sector or NGOs because of the influx of externally funded development programs and projects. Research and extension practice indicates that a single provider, whether a public extension agency or private firm or NGO, is generally unable and ill equipped to deliver the full range of rural knowledge and information services required. Rural farm community needs are best served by a pluralistic system of institutions providing knowledge and information services, each institution focusing on those services for which it is best suited.

According to the 2007 Afghan National Risk and Vulnerability Assessment (NRVA) survey, "only 1.3% of Afghan farmers had contact with agricultural extension services including government and NGOs. Of this 1.3 percent, 60 percent received advice only once." 6 In the late 1970s to the mid 1980s when the country reportedly attained self-sufficiency in wheat and had a vibrant agricultural export market, more than five extension workers served in each district. Historical analysis suggest that at a minimum, 10 – 12 well equipped extension agents per district are required to reach out to farmers in remote areas. Currently, there are only one or two extension workers in each district. In some provinces there are no agents at the district level. The exception to this rule is the Kabul extension services (the best-resourced extension service in Afghanistan) that has 76 extension workers to cover the province. Although, seemingly reasonably staffed, the Kabul based service faces the same challenges (e.g. lack of means of transportation and other critical operational resources) that the other provincial services endure.

The focus of AGRED is therefore to:

1. Improve communication of and increased access to applied technologies, knowledge, and education with emphasis on agriculture best practices for Afghan farmers.
2. Improved applied research and extension infrastructure in 7 target subnational research stations and fifty target districts.
3. Training and capacity building of research and extension staff to deliver services to Afghan farm communities.
4. Applied research and extension grants to support and sustain Afghanistan's capacity to improve productivity in its agricultural economy.

C.4 STRATEGIC LINKAGES

The USG agricultural strategy for Afghanistan is "to support the rapid transition of Afghanistan to a more stable and productive state through the promotion of democracy, rule of law and sustainable economic and social development that is responsive to citizens' needs". Results achieved under AGRED will support this strategy through direct contribution to the USAID's Strategic Objective (SO) 5: "A Sustainable, Thriving Agricultural Economy," linked to the Intermediate Result (IR) 5.3, "Improved Delivery of Agriculture-Related Public Services as a result of USG Assistance" through Sub-IR 5.3.2, "Improved GIROA Agricultural Research and Extension Services" and Sub-IR 5.3.3, "Improved MAIL Core Functions."

The USG strategy is aligned with MAIL's National Agriculture Development Framework and aims to bring greater coherency to the USG efforts to support Afghanistan in the re-development of its agricultural sector. A key guiding principle of this strategy and its implementation is that it furthers the plans and objectives of GIROA institutions. The strategy is the chief tool in helping the USG to decide where its resources are needed and how they might be best applied. The USG's top reconstruction priority is that of "implementing a civilian-military agriculture development strategy to restore Afghanistan's once vibrant agriculture sector...." The strategy recognizes that agriculture is a key component of economic regeneration and development essential to reaching stabilization and transition goals in the country.

6 GIROA, (2007). National Risk and Vulnerability Assessment 2007/8. Jehoon Printing Press; Retrieved 08/23/2011 from http://ec.europa.eu/europeaid/where/asia/documents/afgh_brochure_summary_en.pdf

The hypothesis that agricultural productivity growth is largely based on application of science, technology,

and knowledge generated and/or procured and provided through research and extension systems will be tested throughout the life of the AGRED program. Furthermore, the added emphasis in the transition period from 2011 to 2014 on incorporating and strengthening Afghan leadership at all programming levels fits well with AGRED’s design and coordinated efforts with MAIL at both the national and subnational level. A restructured, rehabilitated, sufficiently equipped research and extension system, populated with a skilled workforce capable of developing and deploying critical advisory services, will more effectively support agricultural sector growth in Afghanistan.

The contractor will coordinate and collaborate with the USDA’s Afghanistan Agricultural Extension Project (AAEP). This project is designed to assist Afghanistan’s Ministry of Agriculture, Irrigation, and Livestock to deliver more effective, demand-driven extension services to producers and other rural clientele. Anticipated results of the project include a cadre of extension staff with the technical expertise and appropriate methodologies to effectively extend information and knowledge; increased public accessibility to, and use of, government extension services; development of extension training modules and educational materials based on high-priority needs; targeted agricultural universities, vocational high schools, and technical institutes with increased capacity to prepare future extension personnel; improved services for women working in the agricultural sector; and a pluralistic approach to extension that responds to farmers needs for research-based technologies, builds upon the innovations of Afghanistan farmers, and promotes coordination among the various entities providing extension-related services.

USAID anticipates that MAIL will use some of its funds to issue and manage grants. The role of the contractor in this case is to coordinate with USDA, which is working to establish a grants management unit, to help MAIL understand the role of grant-making authority and practical application in their toolbox of public good provisions. The contractor may be requested to issue grants under this contract. USAID will modify this contract to reflect the changes should this requirement be included.

C.5. MISSION AND PROGRAM OBJECTIVES LINKAGES, RESULTS AND INDICATORS

C.5.1. LINKAGES

MISSION ASSISTANCE OBJECTIVES (AO) & D RESULTS	AGRED PROGRAM OBJECTIVES AND RESULTS			
AO: A Sustainable, Thriving Agricultural Economy	PO: Increase agricultural productivity and income through sustained application of science and technology			
IR: Improved Delivery of Agriculture-Related Public Services as a result of USAID Assistance”	IR1: More effective communication with and increased access to improved technologies, knowledge, and education with emphasis on agriculture best practices by Afghan farmers	IR2: Improved human and institutional capacity of MAIL and DAIL		
SIR: Improved GIRoA Agricultural Research and Extension Services		SIR2.1: Improved applied research and extension infrastructure in 7 target sub national research stations and fifty target districts	SIR2.2: Training and capacity building of research and extension staff to deliver services to Afghan farm communities	SIR2.3: Bottom up, consultative, and integrated research and extension programming and service delivery institutionalized

C.5.2. EXPECTED RESULTS AND INDICATORS

Expected Results	Indicators
1. More effective communication with and increased access to improved technologies, knowledge, and education with emphasis on agriculture best practices by Afghan farmers.	a. Number of individuals/households benefitted from or received AGRED-provided extension and advisory services
	b. Net (total) increase in private sector employment for farms and agribusinesses (full-time equivalent)**
	c. Number of individual producers/processors/traders who have received agriculture-related short-term training
	d. Net increase in wheat productivity in target areas
	e. Land area (irrigated and rain-fed) under improved management practice and technology
2. Improved applied research and extension infrastructure in 7 target subnational research stations and fifty target districts	a. Number of national research centers and laboratories supported through USG assistance
	b. Number of national extension stations offices rehabilitated through USG assistance
	c. Number of demonstration farms and greenhouses developed/rehabilitated through USD assistance
3. Training and capacity building of research and extension staff to deliver services to Afghan farm communities.	a. Number of MAIL and DAILs R & E professionals benefitted from exchange programs and short-term trainings (1 to 4 weeks) in agricultural science and consultative/bottom up extension methods and approaches, and strategies
	b. Number of GIROA agricultural extension staff benefitted from long-term (6 to 18 months) training in theory, practice, and delivery of extension and advisory services
4. Applied research and extension grants to support and sustain Afghanistan’s capacity to improve production in its agricultural economy.	a. Number of improved technologies and best practices under on - station and on-farm evaluation
	b. Number of Improved technologies and best practices in use as a result of USG assistance

C.6. INDICATIVE TASKS TO BE PERFORMED

C.6.1 PROGRAM ESTABLISHMENT

The contractor will implement this program in full and equal partnership with the management and staff of MAIL and DAILs. The primary responsibility of the Contractor is to help build the institutional and human capacity of MAIL and DAILs in state of the art extension and advisory service delivery, integrated applied research and extension interventions programming, and relevant applied science theories and practice.

USAID will provide funds through an “Implementation Letter (IL)”, to MAIL and DAILs to cover cost of specific extension and advisory service delivery, infrastructure rehabilitation, training, and applied research interventions to be jointly/collaboratively designed and implemented by the contractor and MAIL/DAILs. The ultimate goal of the program being to ensure MAIL/DAILs acquire the required level of capacity and capability to independently and sustainably provide applied research, extension, and advisory services to Afghan farmers, the IL will specify, among other things, that:

- ☑ MAIL and DAIL assign national counterparts to the Contractors' advisors. This team will design, implement, and monitor all program activities. The counterparts will be trained to take over full responsibly and effectively lead national applied research and extension efforts to sustainably support sector productivity.
- ☑ GIRoA will incrementally contribute to the overall program budget.
- ☑ GIRoA's in kind (e.g. buildings, experimental/trenching farms, staff) contribution will begin at the inception of the collaborative undertakings.
- ☑ In addition to the capacity building responsibility, the Contractor will, on-behalf of USAID, oversee proper use of USG on-budget funding, work with MAIL to design and implement interventions detailed in this SOW. Indicative list of additional activities and deliverables are as follows:
 1. In collaboration with USAID COR and Senior MAIL Management, develop and sign a Memorandum of Understanding (MOU) that details roles and responsibilities of the Contractor and partner MAIL and DAILs in line with the principles, guidelines, and terms and conditions provided in the USAID IL with MAIL and DAILs
 2. Establish applied research and extension core teams (this may involve recruitment/engagement of virtual team members, especially if potential members are constrained by physical location of residency/workplace) consisting of national counterparts and USAID contractor personnel. These core teams will function under the guidance/supervision of the national and provincial program coordinators/senior advisors. The team is responsible for the development of work plans, budget, M&E, and reporting requirements for all interventions financed by the "on budget" USG fund.
 3. Set up an AGRED project advisory board. The board will provide oversight for all AGRED activities including on budget and USAID contractor-led activities. The board will have representatives from MAIL senior management, USAID, and the contractor, and shall meet quarterly to review program activities and annually, to review overall progress against program objectives.

C.6.2 MAIL/DAIL CAPACITY DEVELOPMNET [TO BE LEAD BY THE R&D CORE TEAM INVOLVING ALL STAKEHOLDERS]

Human Resources

1. Assess the current capacity of MAIL and DAIL's research and extension departments core staff capacities strength and weakness, propose adjustments/interventions as required
2. In collaboration with the USDA-supported Change Management and Capacity Building Program, that supports MAIL and DAILs leadership and management capacity enhancement, appraise the procurement and financial management systems and propose means of addressing findings of USAID's internal assessment of MAIL's financial and procurement systems.
3. Initiation of research and extension "town halls" to define research and extension need and agenda alongside MAIL counterparts in all provinces targeted by AGRED activities within the first 6 months of programming as well as field visits to ground truth the agenda. Annual reviews of the agenda to be conducted at the field level with research center and DAIL staff to be conducted throughout the life of the program.

4. Assess the competency and adequacy of DAIL extension staff in the 50 target districts. Identify gaps, and propose capacity development needs and interventions.
5. Design a training program for improved research and extension services on behalf of MAIL/DAILs, including training for extension agents in targeted districts to include demonstration and follow up activities in each of the 7 regional stations and select districts (up to 3 per region).
6. Design long- and short-term training and on the job mentoring activities for MAIL research and extension staff in Kabul, in 7 research stations, and in 50 MAIL priority districts. Should include long term/on the job training activities for key staff in research stations over the first 2 years of programming and associated capacity building of extension workers in provinces encompassing 50 target districts over the first two years of programming.
7. Deliver training as identified and measures for monitoring of progress against training objectives by departments and individual staff.
8. Prepare MAIL/DAILs staff or MAIL/DAILs contracted organizations to deliver field level training to MAIL extension workers and farm communities throughout the life of program.
9. Design sector assessment tools to be used by DAIL extension staff to build an informed, demand-based extension service for research and extension services. Work with MAIL/DAILs to deliver the assessments regularly and manage data gathered to target interventions more effectively in 50 districts targeted by AGRED activities.
10. Design longer term staffing, budgetary, and management plans for research and extension departments alongside MAIL leadership.
11. Alongside MAIL colleagues, facilitate access to productivity-enhancing technology packages and natural resource and business management best practices to producers and associations.
12. In collaboration with MAIL's human resources/training division, design a training program for improved research and extension services on behalf of MAIL including training for extension agents in targeted districts.
13. Identify appropriate training staff and expertise (regional and international) to provide training to MAIL staff and contract them to provide initial training services.
14. Assess the effectiveness of trainers after initial training interventions and work with MAIL to negotiate longer-term contracts through MAIL to retain effective experts.
15. Hire and retain international procurement and budgetary support staff to work alongside MAIL staff to provide on the job training and to ensure project activity procurement is efficient and transparent following GIRoA regulation and legal frameworks.
16. Review training plan and adjust as required. Provide logistical and administrative support to international trainers as required over the life of program.
17. Monitor training activities at the national and sub-national levels and provide assessment to both USAID and MAIL in terms of best practice and impact of activities to inform and improve program interventions.

Monitoring and Evaluation

1. In relationship to the overall objectives of the AGRED program, work with MAIL to develop a monitoring, evaluation, and reporting system in support of program activities.
2. Build capacity of program management staff within the Directorates of Research and Extension to analyze and report on program deliverables and results.
3. As appropriate work with other US Government activities (for example USDA's Capacity Building and Change Management (CBCM) Program) and other donors to ensure consistency and agreement of monitoring, evaluation and reporting structures.

Infrastructure

In collaboration with MAIL, the contractor will:

1. Identify strengths and weaknesses of existing MAIL/DAILS' applied research and extension assets
2. As required, hire required engineering, design and procurement staff to assess, design, and procure services required by MAIL to refurbish and upgrade facilities at 7 research stations in Balkh, Herat, Kabul, Kandahar, Kunduz, Nangarhar and Paktya provinces.
3. Complete assessment of refurbishment requirements for all 7 facilities including designs, bill of quantities, and request for proposal documents.
4. Alongside MAIL counterparts, complete procurement process for contractors to complete all refurbishment works utilizing on-budget funding provided by USAID.
5. Provide quality assurance/quality control services for all MAIL refurbishment activities at the 7 research stations.
6. Assess MAIL IT and communication infrastructure based on the work done in this sector by USDA and in accordance with GIROA, and proposes systematic upgrades to support more effective national-subnational communication and research infrastructure.
7. Design appropriate IT and communication infrastructure and training program in support of new infrastructure.
8. Provide all required procurement documents for the new IT and communication infrastructure.
9. Provide initial training on all new equipment and follow up training and support on a quarterly basis through the first two years of use of the equipment both at the national and sub-national levels (in the 7 targeted provinces) and as necessary through the life of project.
10. Design an operations and maintenance system and assist MAIL in setting up an operations fund to support maintenance of staff salaries and materials for all facilities and equipment provided through AGRED up to 5 years beyond the life of the project.
11. Monitor all ongoing activities, infrastructure upgrades, and operations and maintenance practices. Report results to advisory board on a quarterly basis.

C.6.3. APPLIED RESEARCH AND PROVISION OF EXTENSION AND ADVISORY SERVICES.

In collaboration with and under the leadership of the national, provincial and district R&E team, the contractor will:

1. Conduct rigorous analysis of constraints to sector productivity by region/province, district, and priority commodity subsectors.
2. Develop appropriate intervention/investment options covering critical technological, knowledge and policy themes.
3. Plan and design farm community stakeholder outreach activities including, gathering inputs regarding community requirements for research and extension activities and dissemination/demonstration of technology and knowledge solutions to support agricultural production and productivity.
4. Design and implement consumer-monitoring activities to assess impact of the campaigns among intended beneficiary farm communities.
5. Solicit public input, especially those of consumers, traders, and agribusinesses, regarding farmer concerns that could be solved by research that is more effective or technology transfer and address those concerns via public forums (radio shows, farm community town halls, etc).
6. Provide quarterly updates on all public information and education campaigns to the AGRED advisory board on a quarterly basis.
7. Identify external research requirements and potential partners to deliver required research and technology support.
8. Finalize procurements or other instruments required to operationalize partnerships.
9. Design applied research grant program in support of key areas of agricultural research required to improve production in Afghanistan on behalf of MAIL that will be funded through USAID (and possibly other donor) provided on-budget funds.
10. Develop an effective and transparent competitive grant mechanism to engage critical stakeholders to identify and deploy demand- and market-driven improved technologies to support agricultural productivity. Grants will be funded through USAID (and possibly other donor) on-budget funds.
11. Design a system to recruit Afghan professionals and students who wish to participate in scholarship programs to improve or enter the agricultural sector. Set up a scholarship board, which includes designated MAIL, international donor, and sector experts to review and award scholarships provided by any source (GIRoA, donor, private sector). Collaborate as necessary with Government of India, which has pledged significant resources and support for scholarships.
12. Design and execute public awareness campaigns regarding grant and scholarship activities.
13. Monitor and report on progress of all scholarship activities administered by MAIL to the AGRED advisory board on a quarterly basis.
14. Administer the research grant program alongside MAIL staff.
15. Monitor for quality and impact all MAIL/DAIL-delivered farmers training and contracted applied research on a regular basis. Report lessons learned and recommendations to advisory board on a

quarterly basis.

C.7 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 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/agreement supporting women and girls during each fiscal year of the contract/agreement. Where required to meet US Government and GIRoA gender policies and priorities, design activities that target women and girls within the scope of the AGRED project. To adequately capture the efforts being made in the area for USAID's report to Congress, the quarterly implementation reports shall provide information on the following: 1) The total number of women and girls supported through the contract/agreement on a quarterly basis through the Mission's Afghan Info database; 2) Number of women in each district of implementation empowered through increased access to basic extension and advisory services, including access to knowledge and improved technologies and farm inputs; 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 district level planning, project design and implementation; and, 6) Outcomes for women who have participated in farmers or women's group that collaborate with and benefit from AGRED interventions.

The Contractor shall also refer to USAID-Afghanistan comprehensive Performance Management Plan (PMP) for the complete list of gender indicators in agriculture, agriculture sector employment, education and the economy. The Contactor is reminded that gender indicators are also included for the quarterly inputs to Mission Afghan Info database.

C.8. MONITORING AND EVALUATION PLAN

In collaboration with the provincial and district R&D team, the contractor will develop and implement a performance monitoring and evaluation plan that includes the following critical elements:

- A baseline research and extension professional's skills assessment and benchmark performance indicators;
- Regular solicitation of USAID/Kabul, MAIL, DAILs, counterparts, end-user, and implementing partner feedback using standardized questionnaires that test relevance, impact, flexibility, responsiveness, and overall satisfaction with results;
- Periodic refinement of technical assistance design, delivery, and content based on USAID/Kabul, MAIL, DAILs, end-user, and implementing partner feedback;
- Post-intervention impact assessments conducted at regular intervals to determine technical assistance impact;
- Perceived relevance of content, as measured by the percent of recipients who feel that the skills

transferred are directly relevant to their current work requirements;

- Perceived relevance of extension services provided to end users (both producers and researchers);
- Practical skill enhancement as measured by the percent of recipients actually using new skill sets transferred;
- Recipients' increased influence among peers, co-workers, or colleagues, as measured by the levels of sharing of experiences, skills, or knowledge gained through the participation in project activities;
- Increased influence on participants' work unit or organization, as measured by supervisors and service recipients responses concerning the productivity and application of new skills to current job requirements; and
- Change in yield/income of the recipients of technology transfer and extension services.

Finally, in relationship to the overall objectives of the AGRED program, the contractor will work with MAIL to develop a monitoring, evaluation, and reporting system in support of program activities.

[END OF SECTION C]

SECTION D PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING STRATEGY

The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

Program Name: Afghan Agricultural Research and Extension Development (AGRED)

Branding: The branding shall incorporate the message: The assistance is “from the American People jointly sponsored by USAID and the Government of the Islamic Republic of Afghanistan”.

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 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

[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.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
NUMBER	TITLE	DATE
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID the principal place of performance or at any other location inspection and acceptance of services, reports and other required deliverables or outputs shall take place at where the services are performed and reports and deliverables or outputs are produced or submitted. The COR listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION PLAN

Monitoring and evaluation programs should be utilized in order to assess the impact of the programs and whether or not objectives are being achieved and if they should be adjusted. The Contractor will input all required information into the USAID Afghan Info System (or any successor database) on a quarterly basis.

[END OF SECTION E]

PART II THE CLAUSES

SECTION F DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The effective date of this contract is the date of the Contracting Officer’s signature. The period of performance of this contract is five (5) years.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be in all regions of Afghanistan.

F.4 DELIVERABLES

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

SUMMARY OF CONTRACT DELIVERABLES TO COR

SUMMARY OF CONTRACT DELIVERABLES TO COR

INITIAL DELIVERABLES	DELIVERY DATE
Mobilization Plan per activities under Sections 6.1.1 through 6.1.3.	The Mobilization Plan shall be submitted to the COR within 15 calendar days of the award. And the mobilization will be completed 2 calendar months after the award
Work Plan per to implement activities listed under C.6.2.	The Draft Work Plan shall be submitted to the COR within 30 working days of the award. The contractor shall then work with USAID (at central and field platform levels) to finalize the document within 60 days of award.
Continuity Plan	To be submitted within 45 days of contract award.
Baseline Collection Plan to implement activities detailed under sections C.6.2. and C.6.3	A plan for collection of baseline data will be submitted within 15 days of contract award. A plan and methodology for collection of baseline data and PMP management will be finalized within 30-60 days of award with the Office of Agriculture in Kabul.

Public Relations, Communications and Outreach Strategy	The Public Relations, Communications and Outreach Strategy will be submitted to the COR within 45 working days of the effective date of the award. This plan will be incorporated into the project workplan in support of all activities.
Branding and Marking Plan	The Branding and Marking Plan will be submitted to the COR within 45 working days of the award
Performance Management Plan	The Performance Management Plan (PMP) will be submitted to the COR within 60 working days of the award.
Fraud Reports	In accordance with the clause H.23 immediately upon identifying indicators of fraud.
Progress Reporting Requirements	
Monthly Reports	Monthly Reports shall be submitted to the COR, USAID Platform representatives and MAIL on the 15th of each month.
Quarterly Reports	Quarterly Reports will be submitted to the COR no later than 30 calendar days after the end of the quarterly reporting period
Quarterly Financials and Workdays Reporting	The Quarterly Financials and Workdays Reporting shall be submitted to the COR no later than 30 calendar days after the end of the quarterly reporting period
Final Reports	The Final Report shall be submitted within 30 calendar days of contract completion.
Demobilization plan	The Demobilization Plan shall be submitted to the COR no later than 90 days prior to demobilization commencing. This plan will include a disposition plan to be approved by the Contracting Officer.

F.5 PERFORMANCE STANDARDS

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

a) Quality

- Quality and effectiveness of the Contractor's long-term key personnel, other non-key long-term professionals, and short-term specialists.
- Demonstration of a viable, aid-effective approach to program activities and deliverables.
- Qualitative improvements in MAIL and DAIL research and extension professional Staff performance measures related to the Intermediate Results expected.
- Quality and effectiveness of Technical Assistance given to MAIL and DAIL Entities and other partner organizations.
- Extent to which open, transparent relations are established between MAIL and DAIL research and Extension Communities and with DAIL, MAIL provincial governments, donors and partners.
- Measurable improvements in the capacity of MAIL to technically develop, manage, and execute a research and extension agenda and component program activities.
- Qualitative and quantitative improvement in overall agricultural production, productivity and income of target beneficiaries.
- Qualitative improvements in farmer's perceptions of the quality, frequency, and value of extension and advisory services received.

b) Cost Control/Effectiveness

- Actual costs incurred against the Contractor's cost proposal.
 - Relative percentage of program delivered as income/wages directly to beneficiaries
- c) Timeliness of Performance
- Long-Term and Short-term technical assistance are identified and fielded in a timely manner.
 - Ability of the Contractor to take corrective action to compensate for delays, which were outside the Contractor's control.
 - Timeliness of documents or reports submitted to donors and GIROA.
- d) Satisfaction of Relationship with and Program ownership of MAIL and DAIL
- Understanding of, and adherence to mutually agreed to principles, roles/responsibilities and outcomes.
 - Transparency of relationship and communication between USAID, MAIL and the Contractor.
 - Effectiveness in working with USAID, MAIL and DAIL representatives at the District, Provincial and Regional Platform levels.
 - Effectiveness in partnering with and empowering relevant GIROA entities, especially MAILs and DAILs and USG and other donors supported agricultural development programs in target regions, provinces and districts.
 - Effectiveness in bringing critical issues/constraints to USAID, MAIL and DAIL management and proposing appropriate solutions.”

F.6 REPORTS

In accordance with F.4 above and in addition to the requirements set forth for submission of reports in Section I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall provide the following to the COR:

1. **Mobilization Plan:** The contractor shall submit a mobilization plan detailing the timeframe for deploying staff, setting up additional offices, procuring vehicles and office equipment, and initiating work activities in new provinces/districts.
2. **AGRED Program Work Plan (WP) and Performance Monitoring Plan (PMP):** An AGRED five year WP and PMP shall focus through a results framework on how the program objective and intermediate results will be achieved. The WP/PMP will outline the details of how project implementation and planning will be handled program wide. USAID's COR may request that this plan is updated annually during the life of the project.
3. **Public Relations, Communications and Outreach Strategy:** The public outreach, communications and outreach strategy will include information dissemination on work related activities to the Afghan public, all USG actors in Afghanistan and Washington DC, and to GIROA; public information and education activities in support of the overall work plan and MAIL objectives; as well as public relations work activities such as the organizing of events to celebrate the initiation and completion of activities, newsletters, fact sheets, websites, weekly bullets, press releases, success stories, and lessons learned.
4. **Branding and Marking Plan:** The contactors shall submit a Branding and Marking Plan that adheres to the USAID Branding and Marking requirements and will inform how all projects branding and marking will be implemented. It is expected that all sub-projects will be branded unless a waiver is requested from the USAID Mission Director. It is also expected that GIROA will be cobranding for all projects. USAID's COR may request that this plan is updated during the life of the project.

5. Portfolios (PPs): Work plans under AGRED will be developed at National, Provincial Platforms, and district level by selected contractor-provided/recruited senior program coordinators/advisors/mentors and their MAIL and DAIL national counterparts that collectively constitute national and provincial research and extension teams. The team members will closely collaborate and coordinate their activities with USAID Activity Managers, DAIL provincial and District Entities, and the interagency team in target provinces or regions.
6. Continuity Plan: Afghanistan is prone to both man made (e.g. conflicts) and natural (e.g. prolonged drought or flooding) disasters. Moreover, simple delays in mobilizing international and local human resources or international procurement may derail successful program implementation. In close consultation and collaboration with the national counterparts, the contractor shall submit a continuity plan that details a backup strategic plans to remain open and continue to operate in case of unavoidable exposure to internal and external threats.
7. Demobilization Plan: In close consultation with MAIL and DAILs counterparts, the contractor shall submit a demobilization plan to the COR for approval. The demobilization plan shall include an illustrative project property (only properties procured with the operational budget of contractor) disposition or transfer plan, a plan for phase out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract and a timetable for completing all required actions in the demobilization plan, including the submission date of the final property disposition plan to the contracting officer. This plan should be consistent with the terms and conditions in the IL.

F.7 PROGRESS REPORTING REQUIREMENTS

1. Monthly Reports: These reports are designed to keep MAIL, On Site Monitors, COR, and USAID/OAG informed of all ongoing program information and results in target province and districts. Monthly Reports shall be shared with Provincial and District partners for their continual awareness of how the program is performing in their area of operation.
2. Quarterly Reports: The main thrust of the quarterly report is to discuss progress towards the achievement of milestones and intermediate results in the Performance Monitoring Plan and a section outlining how the contract objectives have been achieved that quarter. These reports will discuss progress made during the previous quarter, problems encountered when not routine, successes or anecdotes worthy of highlighting, and good practices for programming in less permissive areas. Quarterly Reports must include at least one USAID-approved Success Story in the approved USAID format. Quarterly reports may be submitted to GIRoA authorities at the provincial and district level and be used for briefings for Governors and sub-national GIRoA representatives.
3. Quarterly Financial and Workdays Reporting: These reports shall contain a summary page that reflects financial and level of effort (workdays ordered) expended for the quarter by location (district) and cost categories in the budget, showing cumulative expenditures to date, and a variance analysis. The variance analysis shall use the detailed cost proposal submitted for the contract award, or any revision made for a subsequent contract budget revision (authorized by the CO), as the baseline budget plan, and, as requested, shall be able to explain significant actual expenditure variance in relation to the detailed baseline. The contractor shall also include a brief note on any significant or accrued expenditures for the quarter that have not yet been billed to the contract, along with the specific amount involved, to enable the COR to accurately track the order expenditure rate.
4. Project Website: The implementer will provide a web-accessible program management system in support of all of agreed tasks and deliverables. This system will include:

1. A public website, linked to the MAIL website, which outlines all project activities and objectives and provides web-accessible public education and information materials related to research and extension in support of MAIL's National Agriculture Development Framework.
 2. Access for USAID COR and A-CORs to a secure web-based portal for real-time tracking of work plan deliverables, information on program results, and relevant data to answer internal inquiries related to the program in a timely fashion. Proven, user-friendly applications are required. The system should allow for generation of data-based reports for use in USAID reporting. Mapping capacity is desirable.
 3. Availability of all technical reports prepared under this agreement for both internal (secure) and external (public) consumption including quarterly, annual assessment, and evaluation reports.
5. Final Report: The contractor shall submit a detailed final report within 30 calendar days of contract completion, which will include but not be limited to:
- i. Financial report showing, by line item, the amounts expended.
 - ii. Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
 - iii. Clearly show how the contract objectives and PMP have been accomplished or not and why.
 - iv. Discussion of problems encountered and where objectives were not achieved.
 - v. Lessons learned.
 - vi. Suggestions concerning desirable future and follow-on projects, if any.
 - vii. Description of all, District entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations with whom the contractor worked with and an evaluation of their strengths and weaknesses.
 - viii. Index of all reports and information products produced under this contract.

F.8 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities at the provincial, district, and village levels. The purpose of this database is to track the location of project implementation to the nearest village or geospatial coordinate, document the use of funds at the district level, and monitor the performance of development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

The Contractor shall provide at least a quarterly update of information on the activities under the Contract by entering this information into the USAID/Afghanistan management information system (Afghan Info). The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID\Afghanistan information system.

F.9 KEY PERSONNEL

- a) The following positions are designated as Key Personnel:
 1. Chief of Party (COP);
 2. Deputy Chief of Party, Administrative and Financial;
 3. Research Program Coordinator;
 4. Extension Program Coordinator;

5. Monitoring and Evaluation Coordinator.

Individuals occupying the Key Positions will be approved by the Contracting Officer in a separate letter.

b) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the CO and the USAID COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No replacement will be made by the Contractor without the written consent of the Contracting Officer.

c) USAID does not have any preference as to whether the COP or DCOP are U.S. or Afghan staff, however, given the size, scope, geographic reach, and complexity of this program USAID expects both of these key personnel to have the appropriate qualifications and experience to be able to manage a complex USG program with a large grants component. Training and mentoring of local contractor staff remains important, but the focus of AGRED is on supporting the provision applied research, extension and advisory services to producers at the district and village level and enhance the capacity and competency of DAIL and MAIL system to sustain the delivery of such services.

d) The key personnel are expected to fulfill the following responsibilities and meet the following desired minimum qualifications:

F.10 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS
(JAN 2004)

Contract Reports and Information/Intellectual Products

- (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.
- (2) Upon contract completion, the Contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph a.1) of this clause.

b. Submission requirements.

(1) Distribution

(i) At the same time submission is made to the COR, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph a.1) of this clause) in either electronic (preferred) or paper form to one of the following:

(A) Via E-mail: docsubmit@usaid.gov

(B) Via U.S. Postal Service:

Development Experience Clearinghouse

M/CIO/KM

RRB M.01

U.S. Agency for International Development

Washington, DC 20523

Or

(C) Online: <http://dec.usaid.gov>

(ii) The Contractor shall submit the reports index referenced in paragraph a.2) of this clause and any reports referenced in paragraph a.1) of this clause that have not been previously submitted to DEC within 30 days after completion of the contract to one of the addresses cited in paragraph b.1) of this clause.

(2) Format

(1) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID COR, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(2) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(3) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(4) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(5) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

[END OF SECTION F]

SECTION G CONTRACT ADMINISTRATION DATA

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

- a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The Contracting Officer’s Representative (COR) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either email, paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher 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 example: Salary/Wages	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. For Line Item 0002 example: Travel	\$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 un-liquidated balance of advance remaining under this contract.
- d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract 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.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

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

U.S. Address:

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR will be designated by a designation letter from the Contracting Officer at:

US Agency for International Development
Office of Acquisition and Assistance
U.S. Embassy
East Compound
Great Masood Road
Kabul, Afghanistan

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

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

of the work as detailed in Section C.

b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents 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 Contracting Officer's Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The Contracting Officer's Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

c) In the separately-issued Contracting Officer's Representative Designation letter, the CO designates an alternate Contracting Officer's Representative to act in the absence of the designated Contracting Officer's Representative, in accordance with the terms of the letter.

d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the Contracting Officer's Representative 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.

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

G.5 PAYING OFFICE

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

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

following address:
Office of Financial Management
USAID/Afghanistan
U.S. Embassy
East Compound
Great Masood Road
Kabul, Afghanistan
Financial Tracking and vouchering

It is likely that multiple sources of funds, e.g., supplemental funds, may be used to fund this contract. The contractor should be prepared to track the use of these multiple financial resources and performance measures associated with these funds. All vouchers should clearly mark the source of funds. Prior year funds should be disbursed first.

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: FY 2012
Operating Unit: USAID/Afghanistan
Strategic Objective: AO 5
Team/Division: Office of Agriculture
Benefiting Geo Area: 306
Amount Obligated: \$6,403,300.00

G.7 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is insert name and can be reached at telephone number and email address: Gary A. Kuhn, Executive Director

G.8 CONTRACTOR'S PAYMENT ADDRESS

Roots of Peace
990, A Street, Suite 402
San Rafael, CA 94901

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.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)

AIDAR 48 CFR Chapter 7

752.7027 PERSONNEL DEC 1990

H.2 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992)

a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

H.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the CO.

H.4 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3-Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is Allied World Assurance Company (Allied). The agent responsible for administration of USAID-funded policies with Allied is Aon Risk Insurance Services, Inc.

Primary Contact Secondary Contact

AON AON

199 Fremont St., Suite 1400 1120 20th St., N.W., Suite 600

San Francisco, CA 94105 Washington, DC 20036

Regina Carter: Ellen Rowan

Phone: 415-486-7554 Phone: 202-862-5306

(b) Current policies written by the former underwriter, CNA (with Rutherford being the agent and not AON), may remain in effect until they expire. Any claims that arise under CNA policies that are valid until 31 December 2010, or earlier, must be submitted to CNA through Rutherford, at the following address:

Rutherford International, Inc.

5500 Cherokee Avenue, Suite 300

Alexandria, VA 22312

Points of Contact:

Diane Proctor or Sue Somers

(703) 813-6503

Hours of Operation are: 8 a.m. to 5 p.m. (EST)

Telefax: (703) 354-0370

E-Mail: www.rutherford.com

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

H.6 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

a) Contractors 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.7 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.8 AIDAR 752.7001 BIOGRAPHICAL DATA (JULY 1997)

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

(1) All individuals to be sent outside of the United States, or

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

H.9 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.10 AIDAR 752.7015 USE OF POUCH FACILITIES (JULY 1997)

a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID contractors and their employees as a general policy, as detailed in paragraphs (a)(1) through (a)(7) of this section; however, the final decision regarding use of pouch facilities rests with the Embassy or USAID Mission. In consideration of the use of pouch facilities as hereinafter stated, the Contractor and its employees agree to indemnify and hold harmless the Department of State and USAID against loss or damage occurring in pouch transmission.

1) Contractors and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of 2 pounds per shipment of correspondence and documents needed in the administration of foreign assistance programs.

2) U.S. citizen employees of U.S. contractors are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see paragraph (a)(3) of this section).

3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.

4) Official mail as authorized by paragraph (a)(1) of this clause should be addressed as follows: Individual or Organization Name, followed by the symbol "C", city Name of Post, U.S. Agency for International Development, Washington, D.C. 20523-0001.

5) Personal mail pursuant to paragraph (a)(2) of this section should be sent to the address specified in paragraph (a)(4) of this section, but without the name of the organization.

6) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

7) USAID contractor personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept official mail from Contractors and letter mail from their employees for the pouch, provided of course, adequate postage is affixed.

b) The Contractor shall be responsible for advising its employees of this authorization and these guidelines and limitations on use of pouch facilities.

c) Specific additional guidance on use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or USAID Mission.

H.11 AUTHORIZED GEOGRAPHIC CODE

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

H.12 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.13 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.14 REPORTING OF FOREIGN TAXES (JULY 2007)

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

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

- (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
 - (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) "Commodity" means any material, article, supply, goods, or equipment.
 - (3) "Foreign government" includes any foreign governmental entity.
 - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: Office of Financial Management
USAID/Afghanistan
U.S. Embassy East Compound
Great Massoud Road
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.15 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

H.16 752.7007 PERSONNEL COMPENSATION (APRIL 2006)

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(d) or 731.371(b), as applicable.

H.17 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

a) Limitations:

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

2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/oca/08tables/html/es.asp>, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

b) Salaries During Travel:

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

c) Return of Overseas Employees:

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

d) Annual Salary Increases:

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

e) Consultants:

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

f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution. Note: The Contractor must retain any approvals issued pursuant to sections (a) through (f) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

g) Work Week:

1) Non-overseas Employees:

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

2) Overseas Employee:

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

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

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

i) Definitions

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

H.18 ENVIRONMENTAL COMPLIANCE

The contractor shall comply with 22 CFR 216⁷ requirements, the Initial Environmental Examination Recommendations (see Attachment 1) and Afghan environmental laws and regulations.

⁷http://www.usaid.gov/our_work/environment/compliance/index.html

H.19 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of subcontracts as proposed in the Contractor's proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name Services to be Performed

None – the Contracting Officer's consent to subcontract with Washington State University is not provided. The contractor is required to submit subcontract consent in accordance with FAR 52.244-2 upon signing the contract. The consent will be provided in a separate administrative letter once the Contracting Officer is satisfied that the proposed subcontract meets all the applicable requirements.

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.20 SUB-AWARD REQUIREMENTS (MARCH 2012)

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

(b) Definitions: The term "award" in this clause refers to 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) [RESERVED.]

(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.

(End of clause)

H.21 VETTING

I. 4-14.001

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

(a) The contractor must complete and submit the "USAID Information Form" in appendix B of this contract 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 \$150,000 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 USA ID-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 at 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.

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

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

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

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

(a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available

online at OFAC's website : http://www.trcas.gov/offices/eotffc/ofac/sdn/tl_lsdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

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

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

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

3. For purposes of this Certification:

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

(b) "Terrorist act" means:

An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.ia.ia.org/English/Terrorism.asp>); or

ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.

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

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

III. 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 sub-contracts.

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

H.22 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

In accordance with paragraph (g) Personnel Data, of FAR clause 52.225-19 "Contractor Personnel in a Designated Operational Area of Supporting a Diplomatic or Consular Mission Outside the United States (MAR 2008) "the 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.23 FRAUD REPORTING

The contractor 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 contractor acquires in its normal course of business. This clause must not be construed to require the contractor 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 contractor has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or contractor determines such reporting would conflict with applicable laws, contractor 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 contract.
(End of Clause)

H.24 IMPLEMENTING PARTNERS NOTICES

The contractor shall comply with and adhere to all USAID/Afghanistan Implementing Partner Notices. Copies of Notices are provided to implementing partners at the time of issuance. Copies are also available upon request from the Cognizant Contracting Officer.
(End of Clause)
[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

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

This contract incorporates one of more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es):

<http://arnet.gov/far/>

<http://www.usaid.gov/business/regulations/>

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER TITLE DATE

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

52.202-1 DEFINITIONS JAN 2012

52.203-5 COVENANT AGAINST CONTINGENT FEES APR 1984

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO SEP 2006

THE GOVERNMENT

52.203-7 ANTI-KICKBACK PROCEDURES OCT 2010

52.204-4 PRINTED OR COPIED DOUBLE-SIDED MAY 2011

ON RECYCLED PAPER

52.204-9 PERSONAL IDENTIFICATION VERIFICATION OF JAN 2011

CONTRACTOR PERSONNEL

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST DEC 2010

WHEN SUBCONTRACTING WITH CONTRACTORS

DEBARRED, SUSPENDED, OR PROPOSED FOR

DEBARMENT

52.215-2 AUDIT AND RECORDS--NEGOTIATION OCT 2010

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT OCT 1997

FORMAT

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT 1997

52.216-7 ALLOWABLE COST AND PAYMENT JUN 2011

52.217-8 OPTION TO EXTEND SERVICES NOV 1999

52.222-2 PAYMENT FOR OVERTIME PREMIUMS JULY 1990

52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB 1999

52.222-26 EQUAL OPPORTUNITY MAR 2007

52.222-29 NOTIFICATION OF VISA DENIAL JUN 2003

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED SEP 2010

VETERANS, OF THE VIETNAM ERA, AND OTHER

ELIGIBLE VETERANS

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH OCT 2010

DISABILITIES

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED SEP 2010

VETERANS, VETERANS OF THE VIETNAM ERA,

AND OTHER ELIGIBLE VETERANS

52.223-6 DRUG-FREE WORKPLACE MAY 2001

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN AUG 2011

TEXT MESSAGING WHILE DRIVING

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES JUN 2008

52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND FEB 2000
TRANSLATION OF CONTRACT
52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES NOV 2011
ENGAGING IN SANCTIONED ACTIVITIES RELATING TO
IRAN--REPRESENTATION AND CERTIFICATION
52.227-14 RIGHTS IN DATA – GENERAL DEC 2007
52.228-3 WORKERS' COMPENSATION INSURANCE APR 1984
(DEFENSE BASE ACT)
52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD APR 1984
INSURANCE OVERSEAS
52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS MAR 1996
52.230-2 COST ACCOUNTING STANDARDS OCT 2010
52.232-17 INTEREST OCT 2010
52.232-18 AVAILABILITY OF FUNDS APR 1984
52.232-22 LIMITATION OF FUNDS APR 1984
52.232-23 ASSIGNMENT OF CLAIMS JAN 1986
52.232-25 PROMPT PAYMENT (ALTERNATE 1) FEB 2002
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER— OCT 2003
CENTRAL CONTRACTOR REGISTRATION
52.233-1 DISPUTES JUL 2002
52.233-3 PROTEST AFTER AWARD AUG 1996
ALTERNATE I JUN 1985
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT OCT 2004
CLAIM
52.237-3 CONTINUITY OF SERVICES JAN 1991
52.242-1 NOTICE OF INTENT TO DISALLOW COSTS APR 1984
52.242-3 PENALTIES FOR UNALLOWABLE COSTS MAY 2001
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS JAN 1997
52.242-13 BANKRUPTCY JUL 1995
52.243-2 CHANGES—COST-REIMBURSEMENT-ALTERNATE I APR 1984
52.244-2 SUBCONTRACTS OCT 2010
ALTERNATE I (JUN 2007)
52.244-5 COMPETITION IN SUBCONTRACTING DEC 1996
52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS DEC 2010
52.245-1 GOVERNMENT PROPERTY AUG 2010
52.246-25 LIMITATION OF LIABILITY—SERVICES FEB 1997
52.249-14 EXCUSABLE DELAYS APR 1984
52.253-1 COMPUTER GENERATED FORMS JAN 1991
AIDAR 48 CFR Chapter 7
752.209-71 ORGANIZATIONAL CONFLICT OF INTEREST JUN 1993
DISCOVERED AFTER AWARD
752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS FEB 2012
752.228-7 INSURANCE-LIABILITY TO THIRD PERSONS
752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL APR 1984
CURRENCY
752.7011 ORIENTATION AND LANGUAGE TRAINING APR 1984
752.7013 CONTRACTOR-MISSION RELATIONSHIPS OCT 1989
752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS JAN 1990
752.7019 PARTICIPANT TRAINING JAN 1999
752.7028 DIFFERENTIALS AND ALLOWANCES JUL 1996
752.7029 POST PRIVILEGES JUL 1993
752.7032 INTERNATIONAL TRAVEL APPROVAL AND JAN 1990

NOTIFICATION REQUIREMENTS

752.7033 PHYSICAL FITNESS JUL 1997

752.7034 ACKNOWLEDGEMENT AND DISCLAIMER DEC 1991

I.3 52.203-8 CANCEL, RESCIND, RECOVER FUNDS ILLEGAL/IMPROPER ACTIVITY (JAN 1997)

a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996(Pub. L. 104-106), the Government may--

1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

2) Rescind the contract with respect to which--

i. The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

a. Exchanging the information covered by such subsections for anything of value; or

b. Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

ii. The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.4 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 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 contractor 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 Government wide acquisition contract, a multiagency 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 Government wide acquisition contract, a multiagency 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.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APRIL 2008)

(a) Definitions. As used in this clause—

“Central Contractor Registration (CCR) database” means the primary Government repository for Contractor information required for the conduct of business with the Government.

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B

plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but

has not completed the necessary requirements regarding novation and change-of-name agreements in [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#) of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

1.6 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (FEB 2012)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of

award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country.

Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country.

Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the

Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

I.7 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(a) Definitions. As used in this clause—

“Added value” means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

“Excessive pass-through charge”, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

“Subcontract” means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor”, as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Reporting. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive passthrough charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor’s records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor

proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(2), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

I.8 52.222-50 COMBATING TRAFFICKING IN PERSON (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 52.225-19 CONTRACTOR PERSONNEL IN DESIGNATED OPERATIONAL AREA/SUPPORTING DIPLOMATIC/CONSULAR MISSION OUTSIDE UNITED STATES (MAR 2008)

- (a) Definitions. As used in this clause--
 - "Chief of mission" means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.
 - "Combatant commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.
 - "Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.
 - "Supporting a diplomatic or consular mission" means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.
- (b) General. (1) This clause applies when Contractor personnel are required to perform outside the United States--
 - (i) In a designated operational area during--
 - (A) Contingency operations;
 - (B) Humanitarian or peacekeeping operations; or
 - (C) Other military operations; or military exercises, when designated by the Combatant Commander; or
 - (ii) When supporting a diplomatic or consular mission--

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

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received--

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract.

Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--

(i) If this contract is with the Department of Defense, or the contract relates to supporting the

mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.

(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

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

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all

vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment. (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation. (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery. (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects. (1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

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

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

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

(2) When supporting a diplomatic or consular mission--

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

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

(End of clause)

I.10 52.227-3 PATENT INDEMNITY (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as “construction work”) under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:

- (1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
- (2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
- (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

I.11 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

a) Any tax or duty from which the United States Government is exempt by agreement with the Government of, or from which the Contractor or any subcontractor under this contract is exempt under the laws of, shall not constitute an allowable cost under this contract.

b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.12 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if—

- (1) The Contracting Officer determines that a termination is in the Government’s interest; or
- (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. “Default” includes failure to make progress in the work so as to endanger performance.

(b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor’s failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

(c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the

Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government—

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.

(h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:

(1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the

approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.

(2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in paragraph (h)(1) of this clause.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under paragraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor—

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of clause)

I.13 AIDAR 752.202-1 DEFINITIONS (JAN 1990)

- (a) "USAID" shall mean the U.S. Agency for International Development.
- (b) "Administrator" shall mean the Administrator or the Deputy Administrator of USAID.
- (c) When this contract is with an educational institution "Campus Coordinator" shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the contract.
- (d) When this contract is with an educational institution "Campus Personnel" shall mean representatives of the Contractor performing services under the contract at the Contractor's home institution and shall include the Campus Coordinator.
- (e) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.
- (f) "Contractor employee" shall mean an employee of the Contractor assigned to work under this contract.
- (g) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.
- (h) "Cooperating Government" shall mean the government of the Cooperating Country.
- (i) "Federal Acquisition Regulations (FAR)", when referred to herein shall include Agency for International Development Acquisition Regulations (AIDAR).
- (j) "Government" shall mean the United States Government.
- (k) "Mission" shall mean the United States USAID Mission to, or principal USAID office in, the Cooperating Country.
- (l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.

I.14 USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS INVOLVING PERFORMANCE OVERSEAS (DEC 1986)

- (a) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.
- (b) "Cooperating Country National (CCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-5 and is hired while residing outside the United States for work in a cooperating country.
- (c) "Dependents" shall mean:
 - (1) Spouse;
 - (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.
 - (3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and
 - (4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.
- (d) "Local currency" shall mean the currency of the Cooperating Country.
- (e) "Regular employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.
- (f) "Short-term employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.
- (g) "Third Country National (TCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-15 and is hired while residing outside the United States for work in a Cooperating Country.

I.15 AIDAR 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.

I.16 COMMUNICATIONS PRODUCTS (OCT 1994)

a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.

c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

1) All communications materials funded by operating expense account funds;

2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.

3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.17 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference in section H) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

I.18 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

As prescribed in 728.309, the following supplemental coverage is to be added to the clause specified in FAR 52.228-3 by the USAID contracting officer. (See FAR 52.228)

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the

laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

I.19 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 nonexpendable

Office Living property

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

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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
Years Years Years Years

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.

I.20 AIDAR 752.7002 TRAVEL AND TRANSPORTATION (JAN 1990)

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

(b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route.

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

When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) - hereinafter referred to as the Standardized Regulations - as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance

with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.

(d) Travel for consultation. The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor's office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.

(e) Special international travel and third country travel. For special travel which advances the purpose of the contract, which is not otherwise provided by the Cooperating Government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel cost of travelers other than between the United States and the Cooperating Country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.

(f) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag carriers will be reimbursable within the above limitation of allowable costs.

(g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country for at least 9 months or one half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

(h) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.

(i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

(j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor

employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j)(1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.

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

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(k) Home leave travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the employee's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(l) Rest and recuperation travel. The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation provided that such reimbursement does not exceed that authorized for USAID direct hire employees, and provided further that no reimbursement will be made unless approval is given by the Contractor's Chief of party.

(m) Transportation of motor vehicles, personal effects and household goods.

(1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when

shipment is made.

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

(3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.

(n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (m) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct hire employees under the Uniform Foreign Service Travel Regulations.

(p) International ocean transportation.

(1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Office of Procurement, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

(ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.

(3) Reduced rates on U.S. flag carriers. Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of USAID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resalepayment

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.21 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.

I.22 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".

I.23 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.

I.24 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.

I.25 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

b) Prohibition on Abortion-Related Activities.

1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

c) The contractor shall insert this provision in all subcontracts.

[END OF SECTION I]

SECTION J: LIST OF ATTACHMENTS

Attachment 1 – Initial Environmental Examination

ATTACHMENT 1 - INITIAL ENVIRONMENTAL EXAMINATION (IEE)

ENVIRONMENTAL COMPLIANCE FACESHEET FOR THE INITIAL ENVIRONMENTAL EXAMINATION (IEE)

Title of Activity: Afghan Agricultural Research and Extension Development (AGRED)

Assistance Objective: AO 5. Sustainable, Thriving Agricultural Economy

Program Area: Agriculture

Program Element: 5.3 Improved Capacity of GIROA and Other Public and Private Partners to Provide Agriculture-related Public Services

Country/Region: Afghanistan

Funding Period: FY2011 – FY2016

Resource Levels/Amount: \$80,000,000

Statement Prepared by: Bahiru Duguma, USAID/Afghanistan

Date: August 27, 2011

IEE Amendment? Yes No Date of Original IEE: N/A

Environmental Media and/or Human Health Potentially Impacted (check all that applies):

None Air Water Land Biodiversity Human Health Other

Environmental Action(s) Recommended (check all that apply):

Categorical Exclusion(s)

Initial Environmental Examination:

Negative Determination: no significant adverse effects expected regarding the proposed activities, which are well defined over the life of the activity. IEE prepared:

With conditions: no special mitigation measures needed; normal good practices will be used. For the possible limited procurement of equipment, including electric and electronic equipment and materials, as described in Section II of Table 1, the proposed action is that the Implementer should provide evidence that equipment and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and/or international standards are available; the equipment and materials are used in an environmentally sound and safe manner, and are properly disposed of, when applicable, at the end of their useful lives in a manner consistent with best management practices, according to USG, European Union or equivalent standards acceptable to USAID.

Summary of Findings

The objective of this program is to strengthen the capacity of the Agricultural Research and Extension Systems of the Ministry of Agriculture, Irrigation, and Livestock (MAIL) and the Directorates of Agriculture, Irrigation and Livestock (DAILs) by facilitating the integration of the Research and Extension services, rehabilitating/developing and equipping their critical assets, and upgrading the skills of the work force at all levels, both through short- and long-term diploma/degree programs and on-the-job training. The program is designed to also support large-scale technology transfer and the provision of extension and advisory services to boost the production and productivity of priority staple crop and licit cash crop production in GIROA priority districts.

Specific outputs under the AGRED program include the following:

- The currently dysfunctional and disjointed research and extension systems transformed into an integrated system that fosters a two-way, free flow of information, and collaborative applied research and extension program planning and implementation.
- The research and extension systems' critical assets are fully rehabilitated/developed, equipped/furnished, and become fully functional.
- The skills and knowledge of the national research and extension system workforce are upgraded and the workforce is able to conduct effective applied research and provide extension and advisory services.
- Over two million Afghan small producers organized into groups/associations and given sustained access to productivity enhancing technologies and best practices, resulting in a two-fold increase in their overall agricultural output.

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TABLE 1: PROPOSED AGRED PROJECT ACTIVITIES AND RECOMMENDED THRESHOLD DECISIONS

No Activities Effect on Natural or Physical Environment

Threshold Decisions and Reg. 216 actions required

I All Program activities that don't have an effect on the natural or physical environment. This includes: education, technical assistance, training programs except to the extent such programs include activities directly affecting the environment (such as construction of facilities, assistance in use of crop protection products, etc.); consultations, participant training, document transfers and information dissemination, analysis, studies, research workshops.

Specifically, this might include:

Participant training at universities in the U.S. and India;

Classroom and field training of research and extension professionals in Afghanistan or overseas

Study tours

Support for academic research;

Preparation of needs assessments, action plans, and reports;

Library acquisitions and development and printing of materials;

Provision of consulting and extension services;

Improvement of access to information and technologies; and

No effect Categorical Exclusion, no actions required

II All activities for which no significant adverse effects are expected, no special mitigation measures is needed; activities are implemented with conditions:

Procurement of electric and

electronic equipment, laboratory commodities, and materials
Insignificant effect Negative Determination with conditions

The Implementer is required to ensure that equipment, commodities (also see ADS 312), and materials are procured from certified
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(under all components). retailers; environmental safety and quality certificates conforming with national and/or international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of when applicable at the end of their useful life in a manner consistent with Afghanistan laws, best management practices according to USG, European Union or equivalent standards.

III Small-scale activities and procurement of services and commodities under components 1, 2, and 3 that normally don't have a significant effect on the environment, such as, for example:

Small-scale rehabilitation or construction of facilities for the research and extension centers and stations such as the construction of green houses, and laboratory space, farm buildings, etc.);

Establishment of demonstration plots;

Assistance (provision of analytical equipments and training lab technicians) to soil and plant laboratories;

Greenhouse construction;

Procurement of agricultural inputs

(Seeds, seedling, and other plant materials, fertilizer, pesticides),

equipment and machinery, technologies, materials, services that may have a potential for hazardous environmental impact;

☑ All other projects having a similar effect on the environment
Potential for minor to moderate adverse environmental effects of one or more activities

a) Negative Determination with conditions
EDD review is required to identify environmental background and potential effects, develop Environmental Mitigation and Monitoring Plans, and confirm /do not confirm a potentially significant adverse effect. If confirmed, the IEE shall be amended to recommend a positive determination. Such a positive threshold decision will trigger commencement of the EA Process and an Environmental Assessment (EA) shall be conducted by the Implementer prior to start of activities. The SOW/Terms of Reference (TOR) for the Scoping Statement and EA Report must be reviewed by the MEO and approved by the BEO/OAPA. For references please see Section “Implementer procedures”

b) Negative Determination with a condition that an existing valid approved Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP) is reviewed, and amended when warranted by the Implementer, and approved by the

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BEO/OAPA.

I. Recommended Action: Categorical Exclusion (approximately 70% of funding). Pursuant to 22 CFR 216.2(c)(3), the “core” program activities under all Program’s components (Section 1 of Table 1), which include technical assistance, participant training, information dissemination, and other similar types of environmentally neutral actions, consist of types of interventions entirely within the categories listed in paragraph (c) (2), “Categorical Exclusions,” of Section 216.2, “Applicability of Procedures,” of Title 22 CFR Part 216, “AID Environmental Procedures,” and therefore are categorically excluded from any further environmental review requirements. The originator of the proposed action has further determined that the proposed activities are fully within the following classes of actions:

☑ Education, technical assistance, or training programs except to the extent such program includes activities directly affecting the environment (such as construction of facilities, etc.) 22 CFR 216.2(c)(2)(i);

☑ Analyses, studies, academic or research workshops and meetings 22 CFR 216.2(c)(2)(iii);

☑ Document and information transfers 22 CFR 216.2(c)(2)(v);

☑ Studies, projects or programs intended to develop the capability of recipient countries to engage in development planning, except to the extent designed to result in activities directly affecting the environment (such as construction of facilities, etc.) 22 CFR 216.2(c)(2)(xiv).

II. Recommended Action: Negative Determination with Conditions (approximately 5% of all funding) for activities for which no significant adverse effects are expected and no special mitigation measures are needed. (Section II of Table 1). These activities include the procurement of computers and other electric and electronic equipment, laboratory commodities, and materials (under all components). The Implementer should provide evidence that the equipment and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and/or international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of when applicable at the end of their useful life in a manner consistent with best management practices according to USG, European Union or equivalent standards.

III. Recommended Action: Negative Determination with Conditions (approximately 25%) for activities that have a potential for an adverse impact on the natural or physical environment. The originator of the action has determined that pursuant to 22 CFR 216.2(d)(2), rehabilitation of small irrigation facilities may have the potential for minor adverse environmental impacts. For this activity, the Implementer will complete an Environmental Due Diligence (EDD) checklist review to document existing environmental concerns and foreseeable environmental effects resulting from the activity and develop an Environmental Mitigation and Monitoring Plan (EMMP). This EM and EMMP will then be approved by the MEO, in consultation with the Regional Environmental Advisor for Asia and OAPA (REA), and will be adapted to a specific site before the activity implementation as described in Section “Implementer Procedures”. The Standard Conditions List in Annex 3 of this IEE, as well as other guidelines discussed below, may be used as a guide in developing EMMP. If EDD results in a finding that significant adverse effect is confirmed, a Scoping Statement (SS) and Environmental Assessment (EA) will be done by the Implementer prior to start of activities. Terms of Reference (TOR) for Scoping Statement and EA Report must be amended by the MEO and approved by BEO/OAPA.

In addition, a valid existing PERSUAP will be reviewed and amended, if warranted, for any activity involving assistance in the procurement or use of pesticides, including crop protection trainings. Note: activities affected cannot go forward until the PERSUAP is prepared by a BEO/OAPA approved professional and approved by the BEO/OAPA.

Implementer Procedures

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

☑ The Implementer will include environment compliance considerations into all aspects of the program implementation and will promote and train local counterparts on environmental requirements and standards across all of the program’s activities. Such proposed activities will be included into annual work plans, and results will be reported by USAID in annual reports.

☑ Each activity should be conducted in a manner consistent with good design and implementation practices described in USAID Environmental Guidelines for Small-Scale Activities in Africa, 2nd edition as provided at: <http://www.encapafrika.org/egssaa.htm>; IFC Environmental, Health and

Safety Guidelines as provided at:

<http://www.ifc.org/ifcext/sustainability.nsf/Content/EnvironmentalGuidelines>, and the World Bank 1999 Pollution Prevention and Abatement Handbook (PPAH) as provided at: http://www.wds.worldbank.org/external/default/main?pagePK=64193027&piPK=64187937&theSitePK=523679&menuPK=64187510&searchMenuPK=64187283&siteName=WDS&entityID=000094946_99040905052283 and http://www.wds.worldbank.org/external/default/WDSContentServer/WDSP/IB/1999/06/03/000094946_99040905052283/Rendered/PDF/multi0page; and Standard Conditions for Small-Scale Construction, Small-Scale Road Rehabilitation, Small-Scale Water and Wastewater Activities, and Small-Scale Irrigation Projects attached to this IEE (Annex 3).

☑ The Implementer will use the Environmental Checklist as a main reporting document for each activity having a potentially minor to moderate adverse environmental impact.

☑ Prior to the launch of each activity having a potential for moderate and high adverse environmental impact, the Implementer will conduct an Environmental Due Diligence (EDD) review as an inherent part of the Environment Checklist to document existing environmental concerns and foreseeable environmental effects. If the EDD results in a finding of potential significant environmental impact, a Scoping Statement (SS) and Environmental Assessment (EA) will be done by the Implementer prior to start of activities. SOW/Terms of Reference (TOR) for Scoping Statement and EA Report must be reviewed by MEO and approved by the BEO /OAPA.

☑ Based on EDD results and mitigation measures from Environmental Guidelines for Small-scale Activities, IFC EHS Guidelines, World Bank PPAH, etc., as referenced above, the Implementer will develop an Environmental Mitigation and Monitoring Plan (EMMP) for each type/class of expected activity when applicable. The EM will establish criteria for eligibility, selection and screening against potential environmental risk (low, moderate, and high). This will then be approved by the MEO, in consultation with the Regional Environmental Advisor for Asia/OAPA (REA/Asia/OAPA), incorporated in project design prior to the activity implementation (EMMP).

☑ The Implementer will have a qualified, MEO-approved environmental impact professional(s) (EIP) who will assess and recommend environmental actions to be taken by the program and will coordinate implementation of mitigation measures, monitoring, and reporting. EIP will conduct environmental reviews and will identify: 1) potential environmental impacts (based on the DD, and his/her technical knowledge of the local, U.S., and international environmental standards, guidelines, requirements, and practices; and 2) mitigation and monitoring measures needed. Should the EIP lack any special technical knowledge to identify any special environmental impact, the implementer will consult with a specialist in the relevant area.

☑ Afghan Environmental, Occupational Health and Safety (OHS) and other relevant laws and regulations, standards, norms and best practices for environmental protection and management will be followed in implementing the activities. Implementer will ensure compliance by its staff and subcontractors with USAID regulations, policies, procedures and acceptable best practice as well as compliance with applicable international environmental obligations of Afghanistan.

☑ For activities categorized as “potential risks” or “definite risks” of adverse environmental impact, the Implementer will be required to obtain a letter from the local or regional office for environmental protection stating that the office: a) has been contacted by the Implementer concerning the project activities; b) will maintain contact with the project; and c) will be aware of the potential environmental impacts of the project to help ensure that no detrimental impact will result from this project.

☑ For such activities prior to their implementation the Implementer will conduct public consultations and will seek concurrence from the national duly authorized environmental agency on EMMPs.

☑ Monitoring will be conducted during the project (beginning with baseline conditions) to determine the environmental impact (positive and/or negative) of project activities. The Implementer shall use only qualified staff for overseeing the mitigation and monitoring work. Monitoring shall occur on an as-needed basis. The Implementer will ensure that the environmental procedures are implemented, potential impacts mitigated, and indirect and cumulative effects are considered for

each activity. If negative environmental impacts are discovered through regular monitoring and evaluation of project activities, immediate actions will be taken to rectify the situation and advice sought from MEO and REA/Asia/OAPA when warranted.

Resource Allocation, Training and Reporting requirements

The contract with the implementer will include a requirement to comply with all conditions of this IEE. The implementer will be responsible for training his staff, subcontractors, and counterparts on the contract's environmental requirements and for ensuring their compliance with these requirements. Implementer shall have sufficient permanent staff with expertise in an environmental field and compliance and resources to implement and report on the expected scope of environmental compliance work. The Implementer will document, using cameras/photos, schemes and maps, the status of environmental (and social) conditions on site and in the area of influence prior to, during and after implementation of projects and activities. This evidence may be also used for providing USAID with lessons learned and best practice.

The Mission will provide for environmental training for the Implementer(s) EIP(s) by the REA/Asia/OAPA and/or the USAID/Afghanistan Mission Environmental Officer prior to the start of the activity implementation.

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

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

Limitations of the IEE

This IEE does not cover activities involving:

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

Revisions

Pursuant to 22 CFR 216.3(a)(9), if new information becomes available which indicates that activities to

be funded by the Project might be "major" and the Program's effect "significant", this determination will be reviewed and revised by the originator of the project and submitted to the Asia Bureau Environmental Officer for approval and, if appropriate, an environmental assessment will be prepared.

Annex 1

STANDARD CONDITIONS FOR SMALL-SCALE CONSTRUCTION

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

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

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

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

STANDARD CONDITIONS FOR SMALL-SCALE CONSTRUCTION PROJECTS

- ☑ Establish and adhere to construction timetables that minimize disruption to the normal activities of the construction area.
- ☑ Coordinate truck and other construction activity to minimize noise, traffic disruption and dust.
- ☑ Develop and implement appropriate human health and worker safety measures during construction.
- ☑ Post construction timetables and traffic diversion schedules at the project site.
- ☑ Where significant environmental impacts may occur, document and photograph pre-construction and post-construction conditions.
- ☑ Avoid subsidence and building stabilization problems through proper foundation excavation, fill placement and borrow pit management.
- ☑ Fill should avoid pockets of segregated materials, it should use well-graded materials, and it should be compacted to recognized standards.
- ☑ Backfill and/or restore borrow areas and quarries before abandonment unless alternative uses for those sites are planned.
- ☑ Control runoff into borrow pits.
- ☑ Provide temporary sanitation at the construction site.
- ☑ Recover and replant topsoil and plants as practicable.
- ☑ Set protocols for vehicle maintenance to control contamination by grease, oil and fuels.
- ☑ Install temporary erosion control and sediment retention measures when permanent ones either are not feasible or are delayed.
- ☑ Avoid pollution of waterways with stockpiled construction materials.
- ☑ Cover stockpiled construction materials, as practicable.

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

ADDITIONAL CONDITIONS TO MINIMIZE IMPACT OF PARKING FACILITY CONSTRUCTION

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