

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 128
2 CONTRACT (Proc Inst Ident) NO A.D-306-C-14-00007		3 EFFECTIVE DATE 08/10/2014		4 REQUISITION/PURCHASE REQUEST/PROJECT NO See Schedule

5 ISSUED BY	6 ADMINISTERED BY (if other than Item 5)
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7 NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) CHEMONICS 1717 H ST NW STE 1 WASHINGTON DC 20006-3900	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9 DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11 SHIP TO/MARK FOR USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180	FACILITY CODE AFGHANISTAN	12 PAYMENT WILL BE MADE BY
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13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14 ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A ITEM NO	15B. SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					
15G TOTAL AMOUNT OF CONTRACT					\$69,973,376.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. X 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 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 items 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.)

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SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE: ACQUISITION OF SERVICES

This is a Cost-Plus-Fixed-Fee (CPFF) completion type contract for implementation of USAID’s Regional Agricultural Development Program (RADP) in Western Afghanistan as described in Section C, Description/Specifications. For the consideration set forth below, the Contractor must provide the deliverables or outputs described in this contract in accordance with the performance standards specified herein.

B.2 PRICE/COST

- a. Estimated Costs. For the performance of the work required hereunder the total estimated cost exclusive of fee(s) is [REDACTED]
- b. Fee. The total fixed fee payable to the Contractor under this award is set at [REDACTED]
- c. Payment of the consideration set forth in this contract is based on completion of Deliverables as described in Sections C and F, subject to inspection and acceptance by USAID of same, and otherwise in compliance with the terms of the contract. Contractor shall propose a fee distribution schedule consistent with the above for review and approval by USAID. The approved fee distribution schedule will be incorporated into this contract.
- d. Total Estimated Cost Plus Fixed Fee. The total price for all services and fees payable under this award is \$69,973,376.

B.3 BUDGET

The budget for this contract is as follows:

	Year 1	Year 2	Year 3	Year 4	Year 5	Grand Total
CLIN 1, Wheat Value Chain	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 2, High Value Crops	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 3, Livestock	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 4, Enabling Environment	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 5 Grants Under Contract	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN 6 Fixed Fee	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	\$69,973,376

Ceiling Price **\$69,973,376**

NOTES:

The “Ceiling Price” is the total of all CLINs and represents the total maximum value of the contract. This contract does not cover (and will not reimburse) host country taxes.

B.7 SUBCONTRACT CONSENTS

Pursuant to FAR Clause 52.244-4, consents are provided to enter into subcontracts with the following subcontractors who were identified during discussions to provide services covered by this contract:

	Ceiling Price
[REDACTED]	[REDACTED]

These consents are provided subject to special contract requirements in Section H and contract clauses in section I. These consents do not constitute a determination (1) of the acceptability of the subcontract's terms or conditions, (2) of the allowability of costs, or (3) to relieve the Contractor of any responsibility for performance under the terms of this contract.

B.8 MULTI-YEAR CONTRACT

CLINs 1 through 7 are considered non-severable and are therefore multi-year contracts as defined in FAR 17.103. These contracts are subject to the requirements of FAR 17.106.

Cancellation Dates:

- Contract Year 2: 08/09/2015
- Contract Year 3: 08/08/2016
- Contract Year 4: 08/09/2017
- Contract Year 5: 08/09/2018

Cancellation Ceiling: \$0.00

This is a CPFF completion type contract where the contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment". The contractor will not incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2. Therefore, the cancellation ceiling for each cancellation date is \$0.00.

B.9 FIXED FEE DISTRIBUTION SCHEDULE

[RESERVED]

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS

Title: Regional Agricultural Development Program (RADP) – West

C.1 OBJECTIVES

The objective of the RADP is to improve food and economic security for rural Afghans in targeted areas. The focus will be on improving the productivity and profitability of targeted value chains to be selected from among the wheat, high-value crop, and livestock sectors. The overall objective of this contract activity is to acquire high quality, timely, cost effective, development assistance implementation services that are fully compliant with applicable regulation, USAID and US Mission/Afghanistan policy, and effective in completing required Deliverables and Milestones, and support USAID's overall RADP objective in the specified Afghan provinces.

C.2 PURPOSE AND SCOPE

The RADP-West program will focus on Badghis, Farah, and Herat provinces. This sustainable agricultural development program will support the consolidation of licit economies to fuel economic growth and provide alternatives to poppy cultivation. RADP will achieve its objective through a longer-term agricultural value chain approach designed to address sustainability as well as by supporting policy, legal, and regulatory development. While the strengthening of agricultural policies, laws, regulations, and administrative procedures will primarily be led by the RADP-Central contract, RADP-West will play an important role in informing and coordinating with the RADP-Central contractor to support achievement of this component.

C.3 PROGRAM CONTEXT

To date, USAID has focused on shorter-term livelihood activities in the Western region. RADP is a sustainable agricultural development program that will promote investments leading to sustained, long-term increases in farmer incomes and private sector growth. Focus will be on training and mentoring of farmers and agribusinesses in the use of appropriate technologies and agricultural practices, post-harvest and valued added processing, and strengthening market linkages to domestic and international markets. RADP will promote the agricultural and alternative development strategies of the USG and GIROA, and harmonize with Afghanistan's National Agricultural Development Framework (NADF) and MAIL's priorities – particularly food security and agribusiness. RADP also aligns with GIROA's Agriculture and Rural Development National Priority Program (NPP) Two. The contractor shall coordinate, where appropriate, with relevant USAID agriculture and non-agriculture programs that may complement RADP objectives. More information on USAID's past programs in Afghanistan can be found at <https://dec.usaid.gov>. The contractor will also collaborate with activities supported by MAIL and other donors, such as: The World Bank supported National Horticulture and Livestock Program (NHLP) and the DFID-supported Comprehensive Agriculture and Rural Development Facility (CARD-F) program.

C.4 SCOPE OF WORK AND PROGRAM TECHNICAL APPROACH

The conceptual framework for RADP-West builds on key principles, components, and outcomes in order to provide a coherent, long-term development approach. The program will complement and expand on USAID's development hypothesis and the theory of change to achieve measurable, sustainable results. Two key principles will guide RADP operations to maximize return on program investment and coordination with GIROA and USG priorities:

Build on previous investments by GIROA, USG, and other donors. Significant investments have been made over the past 10 years in the agricultural sector in infrastructure, government capacity, technology

transfer, and local organization development. RADP will build on these achievements, understand the challenges, and apply lessons learned to increase the returns on investment of this new program.

Focus on core economic growth zones. Focus will be on economically active geographic regions that have a dynamic private sector and improved transportation networks to local and regional markets. In the West, Herat is the industrial and agricultural hub, connecting with Badghis and Farah provinces. These are economic growth zones in the sense that these areas follow existing or planned transportation routes and energy, and link hubs of economic activity. The target provinces are: Badghis, Farah and Herat; with work performed in at least 13 districts.

C.4.1 PROGRAM THEMES AND COMPONENTS:

RADP-West encompasses four components: *Wheat Value Chain* activities, *High-Value Crop* activities, *Livestock* activities and *Enabling Environment* activities for GIRoA. All four of the components will address four thematic areas: farmer productivity and profitability, gender, agribusiness and alternative development. (See Section J, Attachment 4.)

C.4.2 PROGRAM COMPONENTS

Contract Line Item Number (CLIN) 1: Wheat Value Chain

Wheat is the most important cereal grown in Western Afghanistan. Rural households are reluctant to rely on the market to supply wheat for household requirements, given its importance for household consumption and food security. Improving the productivity of wheat cultivation will allow farmers to convert some of their acreage to higher value crops that can contribute to increased household income. RADP-West will promote improved technologies for wheat cultivation in areas where such production can be sustained and where it is cost-effective for the farmer. A focus on post-harvest handling to reduce losses will also be important. Wheat activities will be supplemented by the promotion of mixed crop-livestock farming systems as a vehicle to improve food security and to generate increased income. Creativity is encouraged to achieve all goals and objectives.

Focus of the wheat value chain in RADP will be on economically active geographic regions. Improvements will focus on on-farm water management. The Contractor must implement activities in the following areas: Farmer Productivity and Profitability, Gender, Agribusiness and Alternative Development.

CLIN 1 Deliverables:

- The contractor will carry out a baseline survey for this CLIN that would cover the approved beneficiary communities (including targeted private sector partners) as well as at least one control community (where no activities are carried out). This will be used to finalize the schedule of milestones. The contractor must include the methodology for the baseline collection in the proposed Performance Management Plan (PMP).
- The contractor must develop a strategy for the wheat value chain that would lead to improved farmer productivity and agribusiness profitability. The strategy must be developed in coordination with MAIL and DAILs.
- The contractor must work with at least 80,000 farmers over the life of the program to increase the productivity of wheat by a minimum of 20 percent. The contractor must introduce improved inputs, new technologies, and improved farming techniques to increase wheat productivity for the targeted districts. Extension methodologies that combine training, field monitoring to ensure adoption, and re-training, as required, will be used. Activities will be conducted in collaboration with provincial DAIL extension agents and private sector entities, as appropriate.

- The contractor must work in a minimum of five districts in Herat province and a minimum of 3 districts in Farah and Badghis provinces. Districts will be selected based on the potential to capitalize and sustainably improve upon existing agricultural activities or practices, and to maximize cost-effectiveness and return on investment.
- A minimum of 15 percent of beneficiaries of program activities under this component will be women.
- At least 8,000 farmers will use improved post-harvest handling techniques (such as pest control, storage, or processing).
- The contractor must improve market linkages between farmers and agribusinesses and between agribusinesses and final consumers to increase total sales over baseline over the life of the program. The increase in total sales will be at least \$4 million.
- The contractor must provide technical assistance to a total of at least 25 community or commercial level value-added activities, such as milling to increase financial returns to users and/or owners by at least 20 percent as operational profitability increases through value-added activities and improved management of seasonal price variations.

Contract Line Item Number (CLIN) 2: High-Value Crops

RADP will invest in three high-value crops in the Western region with greatest measurable and sustainable potential for value chain development and growth. The value chains selected may include perennial and annual crops. Strategic investment may be made in areas, such as increasing access to propagated fruit trees or improving use of integrated pest management for crop protection, or improving models for intercropping perennial plantations with annual crops.

Value chains approved by USAID will be selected based on the following factors: (a) competitiveness of a commodity at the farm, regional, and national levels; (b) potential to sustainably reduce poppy production where applicable; (c) environmental sustainability; (d) prospects for replication and adoption in the future with little or no donor assistance; (e) potential to empower and increase the status and performance of women; and (f) reduction in food insecurity. The focus will be on economically active geographic regions. The contractor must also ensure that value chain strategies are synchronized with the local level government as well as MAIL. Improvements will focus significantly on on-farm water management. At least two of the three crops must be perennial crops. USAID may be prepared to make an exception to this rule on a case-by-case basis, provided that the contractor submits sufficient justification as to why such an exception would be warranted and/or desirable in light of the program objective.

CLIN 2 Deliverables:

- The contractor will carry out a baseline survey for this CLIN that would cover the approved beneficiary communities (including targeted private sector partners) as well as at least one control community (where no activities are carried out). This will be used to finalize the schedule of milestones. The contractor must include the methodology for the baseline collection in the proposed Performance Management Plan (PMP).
- USAID will approve three high-value crops under which all program activities will be conducted in this CLIN. Justification will be based on the above factors. These value chains will remain the focus throughout the five-year life of the program. USAID may be prepared to make an exception to this rule given that the contractor could provide sufficient justification as to why such an exception would make technical sense and be warranted and/or desirable in light of the program objective.

- The contractor must develop three value chain strategies to improve farmer productivity and agribusiness profitability. The strategies must be developed in coordination with MAIL and DAILs.
- The contractor will work with at least 16,000 farmers over the life of the program to increase the productivity of the approved value chains by a minimum of 35 percent over the baseline during the life of the program. The contractor must introduce improved inputs, new technologies, and improved farming techniques to increase productivity and profitability for the targeted districts. Extension methodologies that combine training, field monitoring to ensure adoption, and re-training, as required, will be used. Activities will be conducted in collaboration with provincial DAIL extension agents and private sector entities, as appropriate.¹
- The contractor must work in a minimum of five districts Herat province and a minimum of 3 districts in Farah and Badghis provinces. Districts will be selected based on the potential to capitalize and sustainably improve upon existing agricultural activities or practices, and to maximize cost-effectiveness and return on investment.
- The contractor must strengthen at least 60 existing or new farmer organizations that are involved in high-value crop production through increasing the technical and managerial capacity of leadership and improving the participation and commitment of membership.
- A minimum of 15 percent of beneficiaries of program activities under this component will be women.
- The contractor must train 16,000 farmers in improved post-harvest techniques with clear explanations of how these activities will improve farm to market linkages in target areas over the life of the program.
- Mentor at least 35 'lead farmers' within each value chain who serve as an example of good agricultural practices over the life of the program. The characteristics of the model farmer will vary per value chain, but these farmers must have strong linkages to the market, be capable of classifying and differentiating output qualities to meet the expectations of diverse markets, be able to manage at least 10 seasonal employees not part of their household, and have annual sales in excess of USD 20,000.
- Each lead farmer provides mentoring to at least 10 neighboring farmers to influence land use and/or agricultural practices to improve productivity and linkages to markets.
- The contractor must improve market linkages between farmers and agribusinesses and between agribusinesses and final consumers in order to increase total sales. The increase in total sales will be at least USD 50 million over the life of the project.²
- The contractor must increase the management and technical capacity of a total of 30 overall small, medium, and large existing or start-up agribusinesses related to the approved value chains over the life of the program. This will include increasing access to financial services by agribusinesses through improving business creditworthiness and linking with the Agriculture development Fund (ADF), the Financial Access for Investing in the Development of Afghanistan (FAIDA) program, as well as other partners.

Contract Line Item Number (CLIN) 3: Livestock

¹ These could include local microservice providers for crop protection or pruning.

² Note that this figure incorporates understanding that for perennial crops may take several years to reach full potential.

Livestock production in Afghanistan is important both from a cultural and economic perspective. The contractor must address opportunities for improving the conditions and environmental impacts associated with livestock, while increasing the productivity and profitability of approved value chains. Intercropping forage crops with perennials or rotating forage crops with high-value horticulture for soil fertility will provide increased winter feeding or possible feed lot opportunities for animals. Rangeland management activities will increase the availability of feed and support better management of herds in order to halt environmental degradation.

The livestock value chain approved by USAID will be selected based on the following factors: (a) competitiveness of a commodity at the farm, national, and regional levels; (b) potential to sustainably reduce poppy production where applicable; (c) environmental sustainability; (d) prospects for replication and adoption in the future with little or no donor assistance; (e) potential to empower and increase the status and performance of women, and (f) reduction in food insecurity.

CLIN 3 Deliverables:

- The contractor will carry out a baseline survey for this CLIN that would cover the approved beneficiary communities (including targeted private sector partners) as well as at least one control community (where no activities are carried out). This will be used to finalize the schedule of milestones. The contractor must include the methodology for the baseline collection in the proposed Performance Management Plan (PMP).
- The contractor must develop a strategy for the livestock value chain that would lead to improved farmer productivity and agribusiness profitability. The strategy must be developed in coordination with MAIL and DAILs.
- USAID will invest in one livestock value chain for which all program activities will be conducted under this CLIN. Justification will be based on the above factors. This value chain will remain the focus throughout the five-year life of the program. USAID may be prepared to make an exception to this rule given that the contractor could provide sufficient justification as to why such an exception would make technical sense and be warranted and/or desirable in light of the program objective.
- The contractor must work with at least 4,000 farmers over the life of the program to increase the farmer income of 20 percent within the approved value chain. Activities will include training, demonstration, and consistent follow-up at the community level of improved practices. This will include promoting increased access to inputs, improved husbandry techniques, and introduction of appropriate technologies. Activities will be conducted in collaboration with provincial DAIL extension agents and private sector entities, as appropriate.
- The contractor must work in a minimum of five districts Herat province. Districts will be selected based on the potential to capitalize and sustainably improve upon existing agricultural activities or practices, and to maximize cost-effectiveness and return on investment.
- A minimum of 15 percent of beneficiaries of program activities under this component will be women.
- The contractor must develop the capacity of at least 20 private and public sector veterinary service providers over the life of the program, such as Veterinary Field Units, who can sustainably provide services to local livestock owners in the approved target districts. The number of veterinary service providers will be presented in the proposed PMP by the contractor.
- The contractor must develop and implement a plan to improve the availability and quality of feed/fodder available for the approved value chain for 4,000 livestock farmers. Creative

approaches, which include activities such as inter-cropping and/or build off or expand upon previous donor or MAIL pilot interventions or activities, will be implemented. The contractor must improve rangeland management to promote sustainable livestock management.

- The contractor must improve market linkages between farmers and agribusinesses and between agribusinesses and final consumers in order to increase total sales by at least \$4 million over the life of the program.
- The contractor must increase the management and technical capacity of a total of 20 small, medium, and large existing or start-up agribusinesses, not including veterinary service providers related to the selected livestock value chain over the life of the program.
- The contractor will strengthen the managerial and technical capacity of at least one local organization involved in livestock activities such that the organization has the capacity to pass a USAID pre-award assessment and receive grants directly from USAID or other donors.

Contract Line Item Number (CLIN) 4: Enabling Environment

GIRoA has the vital responsibility of providing a supportive macro-level and micro-level operating environment for the agricultural sector. The RADP aims to strengthen agricultural policies, laws, regulations, and administrative procedures, and while this will primarily be led by the RADP-Central contract, RADP-West will play an important role in informing and coordinating with the RADP-Central contractor to support achievement of this component. Activities could include: improving strategies and policies to increase availability, access, utilization and stability of food resources for families; promoting quality to promote and secure Afghan brands and product confidence; increasing efficiency for creating and registering farmer organizations; supporting WTO accession activities; and increasing international trade opportunities.

CLIN 4 Deliverables:

- The contractor will work with various private and public sector Afghan stakeholders in the Agriculture and Rural Development (ARD) cluster to identify and analyze at least 35 obstacles during the life of the program to doing business in the target region that might be addressed through adjustment of policies or regulations enacted at the national level.³ A minimum of eight of these obstacles will be focused on women's access and participation in agricultural value chains over the life of project.
- The contractor, in coordination with the RADP-Central component and with public and private partners, will support roll-out of at least eight new or improved policies, procedures, regulations or administrative procedures at the local level. This will include any activity required to address a particular process or policy obstacle.
- The contractor will strengthen the managerial and technical capacity of at least two local organizations involved in enabling environment activities such that the organizations have the capacity to pass a USAID pre-award assessment and receive grants directly from USAID or other donors.
- The contractor, in coordination with the RADP-Central contractor, will support capacity of provincial DAILs and MAIL through local service providers (such as universities or trade associations) to gather and analyze at least monthly agricultural market information and other value chain information on production and marketing. The RADP-Central contractor must develop a proposed data management and analysis system with MAIL.

³ Each analysis should be no more than five pages in length.

Note: the contractor may work with the same beneficiary farmers across the CLINs to achieve the targets.

C.5 KEY SPECIFICATIONS PERTAINING TO QUALITY OF SERVICES, TIMELINESS, COST CONTROL, & BUSINESS RELATIONS

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

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

C.6 KEY SPECIFICATIONS FOR COMPLETION OF MILESTONES AND DELIVERABLES

The Contractor activities shall be implemented following a work plan (WP) and performance management plan (PMP) to be approved by USAID and as supplemented by other required plans and listed in Section F, and also subject to USAID approval. The specifications for the services and deliverables to be provided by the Contractor under this contract are as follows:

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

C.7 KEY SPECIFICATIONS FOR THE WORK PLAN AND PERFORMANCE MANAGEMENT PLAN

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

- a. The contents of the Work Plan shall also demonstrate clearly how the work and services lead to achievement of Milestones and Deliverables in Section F and compliance with all the requirements of this contract award. Information on the relevant US Mission Assistance Objective is provided in Annex 5 to U.S. Foreign Assistance for Afghanistan: Post Performance Management Plan 2011 – 2015, which is included as an attachment in Section J.
- b. The contents of both the Work Plan and Performance Management Plan (PMP) shall utilize a sequential numbering system to identify the discrete elements of each and be consistent across all key documentation and reporting requirements required by this award, including but not limited to:

- The Performance Management Plan (PMP).
- Invoices, which shall be prepared so as to provide a breakdown of costs by CLIN and major cost element and so as to permit linking and tracking of costs and fee associated with achievement of the Deliverables and Milestones identified in Section F.
- Progress Reports, as identified and described in Section F, below.
- The Work Plan and PMP must be incorporated into the Contractor's inspection system as indicated in Section E.

C.8 PROGRAM MOBILIZATION

To facilitate rapid mobilization of the contract, Chemonics will implement its' proposed Staffing Plan as well as its' Rapid Mobilization plan as described in Section J, Attachment 2.

[END OF SECTION C]

SECTION D: PACKAGING & MARKING

D.1 APPROVAL OF BRANDING IMPLEMENTATION & MARKING PLAN

Branding & Marking under this contract shall comply with the USAID Graphic Standards Manual in accordance with ADS 320, available at <http://www.usaid.gov/branding> or any successor branding policy. Chemonics Branding Implementation Plan/Marking Plan submitted as part of the revised proposal on April 5, 2014 is incorporated as Attachment 5 under Section J.

D.2 BRANDING STRATEGY

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

Project Name: USAID Regional Agricultural Development Program (RADP) – West

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

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

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

D.3 AIDAR 752.7009 MARKING (JAN 1993)

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

[END OF SECTION D]

SECTION E: INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID Mission in Afghanistan or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Contracting Officer has delegated authority to the COR to inspect and accept all services, reports and required deliverables or outputs.

E.3 MONITORING AND EVALUATION

The Performance Management Plan (PMP) must reflect the following Assistance Objective and Intermediate Results of the Mission's Agricultural Results Framework, as follows:

AO 5: A Sustainable, Thriving Agricultural Economy

IR 5.1: Increased Agricultural Sector Employment and Incomes as a result of USG assistance

Sub IR 5.1.1: Improved agricultural productivity

Sub IR 5.1.2: Increased commercial viability of small, medium and large farms and agri-businesses

RADP-West will support these results, while addressing the outcomes listed below. The Contractor must present a PMP that demonstrates how all outcomes will support a robust and evidence-based results framework. The PMP will include all relevant results, indicators, and targets by year. In addition to the required indicators listed below, the PMP will include two to three additional indicators per outcome reflecting the targets presented in the CLINs. In addition, wherever possible the PMP must disaggregate indicators by sex. The Contractor must present the PMP, using the information provided below as a starting point, with adjustments made based on the specific technical approach and methodology for gathering data.

Outcome 1. Increased agricultural sector productivity and profitability in target regions.

Expected Result: RADP investments will increase productivity thereby increasing farmer incomes and strengthening local economies.

Required Indicators:

- Percent increase in farmer incomes in target area.
- Total number of farmers benefitting from USG assistance (based on an aggregation of targets from the respective CLINs and accounting for any duplication of farmers benefitting from the respective CLINs).

Outcome 2. Increased profitability of small, medium, and large agribusinesses.

Expected Results: Increasing the efficiency and profitability of agribusinesses will strengthen demand for locally produced crops and increase local job opportunities.

Required Indicators:

- Increase in final sales of licit farm products from assisted agribusinesses.
- Number of enterprises benefitting from program support.

Outcome 3. Increase women's participation in agricultural value-chain activities.

Expected Results: The inclusion of women in highly profitable agricultural activities.

Required Indicator: At least 15 percent of the direct beneficiaries under the project will be women.

Outcome 4. Increased and sustained adoption of licit crops.

Expected Results: This outcome pertains to all of the crops and geographic areas covered by the projects. However, in districts where poppy production occurs, the development of licit crops will be disaggregated to provide insight on the impact of mainstreamed alternative development activities and potential support for the food zones in Farah.

Required Indicator: Hectares of alternative crops targeted by USG programs under cultivation.

Outcome 5. Improved enabling environment for farmers and agribusinesses.

Expected Results: The program will strengthen agricultural policies, laws, regulations, and administrative procedures.

Required Indicator: Number of agricultural policies, laws, regulations, and administrative procedures implemented.

The Contractor must submit to the COR a plan for collection of key baseline and control data within 45 calendar days of the effective date of the contract or as adjusted by the COR. The Contractor will be required to collect baseline data for all indicators, and this baseline will be used to evaluate program impact and results in each quarterly report. Agreement will be reached between the contractor and the COR as to how data for these indicators will be tracked to ensure consistency. Primary baseline data gathering will be completed within the 90 calendar days after submission of the plan mentioned above, as well as the draft PMP, to be reviewed and approved by the COR.

While the establishment of a baseline will involve the collection of secondary data, the primary data will form the baseline via a survey of a representative sample of beneficiaries/stakeholders, including the selection of a control group, to verify household or enterprise level indicators. Afghan agriculture is notoriously variable and these variables will be taken into account in the quarterly analysis and reporting of results. Therefore, USAID will require rigorous analysis in order to be able to attribute changes from the baseline to project interventions. The PMP will outline the underlying theories of change and the methodology for collecting the baseline, control, and treatment data.

E.3.1 PROGRAM EVALUATION

The theories of change central to this program include:

- i. Increasing the productivity of wheat will permit rural households to meet their minimum food security needs while dedicating less land to wheat. These farmers will then be able to shift land from wheat and to higher-value crops. The cultivation of higher value crops offers greater income potential and a pathway out of poverty. Investments that improve the productivity, marketing, and general profitability of high-value crops, such as horticultural crops, and livestock, will further increase incomes and food security.
- ii. Increases in production and productivity are necessary, but not sufficient. Investments to strengthen the entire value chain, including support for agribusiness, are necessary to ensure the viability and sustainability of the program's results.

- iii. The introduction and promotion of economically viable alternative crops and livelihood options that will provide rural households with greater economic security is critical to any effort to reduce poppy production over the long term.
- iv. Establishing a policy and regulatory environment that supports the agriculture sector and enables its stakeholders to prosper is critical to the long-term development in the sector.
- v. Strengthening the role of women in the household economy and in key production systems will promote greater food security among families, greater empowerment of women, and increase the economic development of selected value chains.

In order to measure progress towards achieving these theories of change, monitoring and evaluation plans for this project will be designed to answer the following key questions through mid-term (2.5 years) and final program evaluations:

- i. Has RADP increased agriculture productivity and profitability? If so, how much? Do successes vary by value chain, geographic area, or some other disaggregating factor?
- ii. How much has RADP increased sales of agribusiness products and how is this linked to increases in household income?
- iii. Are increases in income and agribusiness sales sustainable?
- iv. How has RADP been able to increase integration of women in targeted value chains?

USAID intends to conduct complementary programmatic evaluations through a separate mechanism. External, third party evaluations – including a mid-term and final evaluation – will be covered by this mechanism.

E.4 MULTI-TIERED INSPECTION/MONITORING OF DEVELOPMENT ASSISTANCE SERVICES

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

In order to acquire the services specified in this contract USAID/Afghanistan has allocated internal resources sufficient to manage the contract activity, which must include appropriate surveillance of Contractor's performance. Development assistance to be implemented under this contract relies on engagement of local social/cultural systems in an effort to produce an effect that USAID and the host country government have agreed is desirable. As a result, discrete variables operating at various levels within the various social/cultural domains of the host country can influence the outcomes and effects expected from implementation of the activities and tasks called for by this award.

As of the date of award, the types of activities and tasks to be provided by Contractor hereunder have been reasonably calculated to achieve desired, agreed-upon effects in the Afghan development context, and the Work Plan, PMP, and associated documentation, as approved by USAID and operationalized through Contractor's implementation of activities, shall comprise key components of the Contractor's inspection system. At the same time, due to the dynamic variability of the development context, Contractor's shall ensure regulator review and updating of the inspection system to ensure that the system itself and the data it produces are in compliance with:

- i. applicable regulations or changes thereto, including the FAR;
- ii. relevant USAID operating policy found in the Automated Directives System (ADS) and associated reference documents;
- iii. USAID/Afghanistan Mission Orders and Implementing Partner notices and other initiatives relevant to inspection of Contractor performance; and
- iv. any within-scope technical direction provided by the designated COR; such as, for example, guidance regarding USAID/Afghanistan approaches to Multi-Tiered Monitoring and Evaluation.

Inspection/Monitoring System Analysis and Reporting: Contractor's inspection system shall be addressed in a separate section in the progress reports called for hereunder, entitled "Inspection System". The first quarterly report called for hereunder shall articulate of the details of Contractor's Inspection/Monitoring System, including methodologies and operating protocols relied upon for the collection/detection, characterization (e.g., reliability), analysis, and reporting of data and information. Subsequent reports shall cover adjustments to the overall inspection / monitoring system and include analysis of collected information. The analysis provided shall be sufficiently documented and detailed so as to clearly demonstrate connections (and any presumed or associated effects) between the data collected and:

- i. Contractor's activities implemented under this award;
- ii. Milestones and Deliverables specified in Section F of this award;
- iii. Recommendations for within-scope changes to planned activities being implemented under this award; and
- iv. USAID's development assistance objective for Afghanistan and the Baseline Conclusions upon which the approach is based; including assessment of whether the data is consistent or inconsistent with the Baseline Conclusions.

The services contracted by this award are based on design and planning that considered the above factors and included examination of available data and information specific to the Afghan development context. Design and planning incorporated up to date knowledge from multiple disciplines and specialized areas of knowledge as were relevant to the scope of work. The resulting set of key Baseline Conclusions ("assumptions") form the basis for the design of project and the activities to be carried out under this contract should (a) be sufficiently documented and detailed so as to clearly demonstrate connections (and any presumed or associated effects) between the data collected and the Contractor's activities implemented under this award; and (b) include recommendations for within-scope changes to activities planned or implemented to assure achievement of expected results.

E.5 IMPLEMENTATION MONITORING

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

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

The first quarterly report called for hereunder shall articulate the details of Contractor's Inspection/Monitoring System, including methodologies and operating protocols relied upon for the collection/detection, characterization (e.g., reliability), analysis, and reporting of data and information. Subsequent reports shall include substantive analysis of the data and information collected by the Contractor in the course of providing contracted services to draw conclusions about whether and to what degree the outputs, outcomes and/or impacts resulting from contracted inputs (the activities and tasks specified in the Work Plan) are either consistent or inconsistent with the development hypotheses/theory of change for RADP- West. The assumptions (hypothesis) underlying the RADP design are as follows:

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

[END OF SECTION E]

SECTION F: DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
(48 CFR Chapter 1) 52.242-15	FEDERAL ACQUISITION REGULATION STOP WORK ORDER, ALTERNATE I	AUG 1989 APR 1984
52.247-34.1.1	F.O.B. DESTINATION	NOV 1991

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is from the effective date of award stated on the Block 3 of the SF 26 through a term of five (5) years.

F.3 PLACE OF PERFORMANCE

The principle place of performance of this contract will be in Western Afghanistan. Limited activities will also be undertaken in Kabul as required by this contract.

F.4 PERFORMANCE STANDARDS

Overall Performance

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

F.4.1 Quality

- a. Quality and effectiveness of Contractor key personnel and other non-key long-term professionals and short-term specialists to meet contract deliverables;
- b. Technical quality of development assistance implementation services provided, as indicated by factors such as:
 - i. timely completion of required deliverables and milestones, with same accepted by USAID;
 - ii. ability to overcome unforeseeable obstacles to achievement of milestones through within-scope adaptations of contract activities;
 - iii. Ability of the contractor to take within-scope corrective action to overcome unforeseeable obstacles;
 - iv. technical quality of the substantive content of progress reports; and
 - v. degree to which the Contractor fulfills all of the requirements of the contract and adherence to USAID regulations and procedures.

F.4.2 Cost Control/Effectiveness

- a. Actual cost incurred against the contract's approved budget;
- b. Promptness and accuracy of quarterly expenditure reporting;
- c. Extent to which the Contractor demonstrates cost control, including adequate forecasting of costs and ability to attain measurable, quantifiable cost savings during performance. Contractor fee is earned in accordance with the approved fee distribution schedule which is tied to the deliverables.

F.4.3 Timeliness of Performance

- a. Ability to set and meet timelines for completion of Milestones and Deliverables.
- b. Ability to identify qualified long- and short-term personnel and timely deploy them consistent with timeframes reflected in the approved Work Plan.
- c. Timeliness of documents or reports submitted to USAID.
- d. Responsiveness to identified performance issues.

F.4.4 Business Relations

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

F.5 REPORTS AND DELIVERABLES

In addition to the requirements set forth for submission of reports in Sections C and in the AIDAR clause 752.242-70, Periodic Progress Reports (OCT 2007), the Contractor shall submit the following deliverables or outputs to the COR specified in Section G. Each of the reports shall be submitted electronically and in hard copies (two copies). Electronic versions of the reports shall be submitted using Microsoft Word, Excel, or Portable Document Format, or PowerPoint software. All reports shall be written in English. All reports and plans are subject to written final approval and acceptance by the COR.

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

F.5.1. List of Reports and Plans:

- a. Work Plan: This plan will clearly outline project activities to be conducted to achieve program targets and objectives each year. Activities in the Work Plan will be linked to a timeline with monthly targets shown when applicable.
- b. Baseline Data: This activity will be performed as described in section E.3.
- c. PMP: The PMP will be the principal reference in monitoring and evaluating the Contractor's performance and in assessing the achievement of objectives, results and deliverables. At the minimum, the PMP must have the following:
 - o A description of the Contractor's established management system within which the project PMP will operate; and

- Information about all activities to be monitored under the PMP; the listing of activities should be provided in a logical framework.
- d. Environmental Mitigation and Monitoring Plan: This will be developed by the contractor and approved by USAID prior to the launch of each activity having a potential adverse impact on physical and natural environment.
- e. Grants under Contract Manual: The contractor will describe the objectives, target beneficiaries, procedures for approval, dispersal process, and monitoring mechanisms for utilizing the available grant funds.
- f. Quarterly Reports: Quarterly reports will discuss progress towards the indicators and intermediate results in the Performance Management Plan and a section outlining how the contract objectives have been achieved that quarter. These reports will discuss progress made during the previous quarter, problems encountered when not routine, successes or anecdotes worthy of highlighting (in the form of success stories) and good practices for programming in less-permissive areas.

The reports will also have a section to address cross-cutting issues such as gender, nutrition, and innovative technologies (ref. Section J Attachment 1). The Contractor will use USAID/Afghanistan's Quarterly Report template (ref. OAA-IP-2013-005 April 2014, Template for the Submission of Quarterly Reports).

Quarterly Reports must include at least one Success Story in one of the five standard USAID formats: Success Story, Case Study, Before and After, First Person, Photo and Caption, ref. USAID Graphics Standards Manual. "Success Videos" following USAID standards for videos may be submitted in lieu of a success story. USAID may submit quarterly reports to GIRoA authorities at the provincial and district level and may be used for briefings for Governors and sub-national GIRoA representatives.

- g. Annual Reports: This is a comprehensive narrative report summarizing the previous year's activities and accomplishments against the respective annual work plan indicators. Annual reports will be submitted in lieu of the forth quarterly report of every year. Reporting must clearly distinguish between the last quarterly data, and overall annual reporting.
- h. Final Report: The Contractor must submit a detailed final report within 30 calendar days of contract completion, which will include but not be limited to:
- Financial report showing, by line item, the amounts expended.
 - Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
 - Clearly show how the contract objectives have been accomplished or not and why.
 - Discussion of problems encountered and where objectives were not achieved.
 - Lessons learned.
 - Suggestions concerning desirable future and follow-on projects, if any.
 - Description of all District entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations which whom the Contractor worked with and an evaluation of their strengths and weaknesses.
 - Index of all reports and information products produced under this contract. Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC). Analyze baseline data versus the final results.

- i. Demobilization Plan: This plan will include a disposition plan to be approved by the Contracting Officer. This will include an explanation of how the disposed goods will be effectively maintained and utilized.
- j. Ad hoc Reporting: The Contractor must fulfill all requests from the COR regarding implementation, USAID, congressional, or presidential related inquiries. As applicable, any special reporting requirements will be communicated to the contractor well in advance.

F.5.1. B. Reporting Matrix

The following Table represents summaries of the reporting requirements detailed above- these are the reports which the Contractor is required to submit to the COR.

Table 1: REPORTS

A.	REPORT	DESCRIPTION AND DUE DATE
a.	Work Plans	<ul style="list-style-type: none"> • Draft Y1 work plan – Submitted electronically to the COR Within 45 calendar days of the contract’s effective date or as adjusted by the COR. • Final Y1 work plan – submit electronically within 60 calendar days after submitting the draft or as adjusted by the COR. • Subsequent Annual work plans – submitted electronically 30 days after close of the Federal fiscal year to the COR for approval or as adjusted by the COR.
b.	Baseline Data Collection	<ul style="list-style-type: none"> • Key Baseline and Control Data Plan – submitted electronically within 45 calendar days after the effective date of the contract or as adjusted by the COR. • Primary data collection and analysis – to be completed and submitted electronically to the COR within 180 calendar days after submission of the Key Baseline and Control Data or as adjusted by the COR.
c.	Performance Management Plan	<ul style="list-style-type: none"> • Draft - submitted electronically to the COR for approval within 90 calendar days after contract award or as adjusted by the COR. • Final - Within 180 calendar days after contract award. The final PMP must be adjusted based on analysis from the Baseline Data.
d.	Environmental Mitigation and Monitoring Plan	<ul style="list-style-type: none"> • Draft – Submitted electronically within 90 calendar days of the contract effective date or as adjusted by the COR. • Final – Within 15 calendar days after USAID feedback is provided. • The need for environmental mitigation will be dependent on activities proposed and the requirement to mitigate risk.
e.	Grants Under Contract Manual	<ul style="list-style-type: none"> • Draft – submitted electronically within 45 calendar days of the contract’s effective date to the Contracting Officer with a copy to the COR • Final - Within 60 calendar days after USAID feedback is provided.

A.	REPORT	DESCRIPTION AND DUE DATE
f.	Quarterly Progress Reports*	<ul style="list-style-type: none"> Submitted electronically within 30 calendar days after the close of each US Government fiscal year quarter (i.e. 1st quarter ends on 31 December, 2nd quarter ends on 31 March, 3rd quarter ends on 30 June, and 4th quarter ends on 30 September) to the COR. Each quarterly report will also include a quarterly PMP data update. Each Quarterly Progress Report that has a due date that coincides with the due date for the Annual Report may be incorporated into the Annual Report as a discrete component that is clearly marked and distinguishable as the Quarterly Progress Report.
g.	Annual Report*	<ul style="list-style-type: none"> Submitted electronically within 30 calendar days after the end of the annual reporting period to the COR. The annual reporting period is a 12-month period beginning the effective date of the contract.
h.	Final Program Report*	<ul style="list-style-type: none"> To be submitted electronically to the COR 30 calendar days prior to contract completion.
i.	Demobilization Plan	<ul style="list-style-type: none"> To be submitted electronically to the COR within 90 calendar days prior to contract completion.
j.	Ad-hoc Reports	<ul style="list-style-type: none"> Submitted electronically upon request by the CO and or COR in writing and based on deadlines established by the CO/COR USAID (the CO or COR) may require additional reports from the Contractor on an ad-hoc basis. Examples of ad-hoc reports include responses to inquiries from USAID/Washington and reports to share with local stakeholders such as MAIL. Such reports may be required in Dari, Pashtu, and English.

- *Items identified by an asterisk (*) will also be submitted to the USAID Development Experience Clearinghouse (DEC) after COR approval of final draft versions*
- *All due dates identified above that are subject to adjustment by the COR will be adjusted for technical and/or development context reasons only.*

Note: Final copies of all original quarterly and annual reports, as well as evaluations, studies, and assessments, described above, approved by USAID/Afghanistan shall be submitted electronically directly by the Contractor to USAID's Development Experience Clearinghouse per the DEC guidelines at <http://www.dec.org/submit.cfm> (USAID/CDIE/D). (See Section H.20)

Table 2: MILESTONES FOR DELIVERABLES UNDER CLIN No. 1-4 (To be completed after the Baseline Assessment)

Due by:	CLIN 1	CLIN 2	CLIN 3	CLIN 4
Yr. 1				
Yr. 2				
Yr. 3				
Yr. 4				
Yr. 5				

F.6 KEY PERSONNEL

The following positions are essential to the work being performed hereunder and designated as Key Personnel:

- a) Chief of Party
- b) Deputy Chief of Party
- c) Compliance Officer
- d) Value Chain Advisor
- e) Director of Finance

General roles and responsibilities for Key Personnel are as follows:

Chief of Party (CoP): Responsible for overall program leadership, strategic planning, management and quality assurance. The Chief of Party ensures that impacts are achieved and that deliverables are provided on time. The CoP is also responsible for facilitating communication and close coordination with all stakeholders of this program.

Deputy Chief of Party(DCoP): The DCOP is responsible for assisting the CoP with regards to program leadership, strategic planning, management and quality assurance. S/he will deputize for the CoP during absences. May have other designated responsibilities outside assisting the CoP.

Compliance Officer: The Compliance Officer will report directly to the Chief Financial Officer of the Contractor's overseas Headquarter Office. The purpose of this line of reporting is to allow the Compliance Officer to review the compliance and transparency of all processes and personnel in the program. The Compliance Officer will ensure compliance with regulations, USAID policies, and USAID/Afghanistan Mission Orders and Implementing Partners Notices; Establish standards and procedures to ensure that the compliance program throughout the project is effective and efficient in preventing, detecting, identifying, and correcting noncompliance with applicable rules and regulations; Ensure compliance to organizational policies, procedures and internal controls; and Ensure due diligence that funds are not being diverted from their development purpose outlined in the contract and are not vulnerable to corruption, extortion or otherwise benefitting malign groups.

Value Chain (VC) Advisor: The VC Advisor will provide strategic leadership in market systems thinking and facilitation, and in doing so to provide effective management and oversight of the portfolio of interventions within the selected market sectors. The VC Advisor will manage a team of sector managers to identify constraints to growth in the three selected sectors and identify leverage points to facilitate change in how these markets function.

Director of Finance: Responsible for overseeing all aspects of financial management, including financial systems implementation, budgeting, expenditure tracking, and financial reporting and accounting for both the prime Contractor and any sub-Contractors or grantees.

Personnel proposed by the Contractor to fill each of these positions must be approved by the Contracting Officer. The Contractor must submit written justification to the COR and the Contracting Officer sufficiently detailed to permit evaluation of the proposed candidates against the qualification requirements for each position. Key Personnel requirements are as follows:

Qualifications of Key Personnel

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

Education:

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

Work Experience:

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

Supervisory Experience:

1. At least 10 years of progressively responsible supervisory experience, including:

- a. Direct supervision of professional and support staff.
- b. Experience in building and effectively supervising a diverse team of employees.
- c. Quality evaluation of staff performance and deliverables.
- d. Contract management.

2. Excellent interpersonal skills and demonstrated ability to hold staff accountable for quality outputs and results as well as communication with external stakeholders such as governments, donors, etc.

Other Qualifications:

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

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

Education:

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

Work Experience:

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

Supervisory Experience:

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

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

Other Qualifications:

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

c. The **Compliance Officer** candidate must meet the following minimum qualifications:

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

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

Education:

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

Work Experience:

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

Supervisory Experience:

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

Other Qualifications:

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

e. The **Director of Finance**

Candidate must meet the following minimum qualifications:

Education:

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

Work Experience:

1. At least five years of progressively responsible financial experience managing the accounting and finance component for large donor-funded programs, particularly in transitional, Islamic, or post-conflict countries.
2. A minimum of five years' experience in managing grants.

Other Qualifications:

1. Equivalent to a FSI S4/R4 proficiency in the English language is required. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desirable.

2. At least 5 years of progressively responsible supervisory experience, setting up the accounting and finance function for a large funded project.
3. Direct supervision of a diverse team of professional accountants and financial management staff.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 USAID POINTS OF CONTACT

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

Todd Flower
Office of Agriculture (OAG)
USAID/Afghanistan,
E-Mail: TFlower@state.gov or TFlower@usaid.gov

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

Maychin Ho
Contracting Officer
Office of Acquisition & Assistance
USAID/Afghanistan

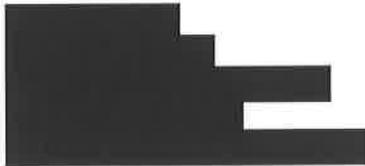
and

Beyola Belizaire
Contracting Officer
Office of Acquisition & Assistance
USAID/Afghanistan

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

G.2 CONTRACTOR POINTS OF CONTACT

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



G.3 PAYMENT

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

To: TFlower@usaid.gov or TFlower@state.gov
Contracting Officer's Representative for RADP-West
Cc: KabulAIDevouchers@usaid.gov
Cc: kabul-OAA-OAG-Team@state.gov
Subject: AID-306-C-14-00007 - Invoice

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

G.4 ACCOUNTING AND APPROPRIATION DATA

REQ-306-14-000044

Accounting info 1
Accounting Template: 306-KABUL-SOAG-FY2012
BBFY: 2011 EBFY: 2012
Fund: ES
OP: AFGHANISTA
Prog Area: A04
Dist Code: 306-M
Prog Elem: A016
Team/Div: AFG/ADAG
BGA: 306
SOC: 4100301
Amount: \$4,000,000.00

Accounting info 2
Accounting Template: 306-KABUL-SOAG-FY2012
BBFY: 2012 EBFY: 2013
Fund: ES-OCO
OP: AFGHANISTA
Prog Area: A18
Dist Code: 306-M
Prog Elem: A074
Team/Div: AFGHANISTA
BGA: 306
SOC: 4100301
Amount: \$5,000,000.00

Accounting info 3
Accounting Template: 306-KABUL-SOAG-FY2010
BBFY: 2010 EBFY: 2012
Fund: ES-SUP
OP: AFGHANISTA
Prog Area: A18
Dist Code: 306-M
Prog Elem: A073
Team/Div: AFG/OAG
BGA: 306
SOC: 4100301
Amount: \$2,745,469.00

G.5 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

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

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

TOTAL EXPENDITURES

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

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

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

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

BY:

TITLE:

DATE:

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

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

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

G.6 TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID

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

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

- (c) Contractual Problems: Contractual problems of any nature that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation (FAR) and Agency for International Development Acquisition Regulation (AIDAR)). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to, the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the

direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

- (d) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.
- (e) In case of a conflict between this contract and the COR designation letter, the contract prevails.

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The employee subject to the background investigation acknowledges that if a favorable adjudication of the results of the investigation conducted cannot be concluded, a CAC will not be issued, and any CAC issued to that employee will be rescinded and returned, as directed by competent DOD or USAID authorities. At the conclusion of the award performance period or termination of employment, whichever occurs first, all contractor/recipient employees issued CACs must return them to the designated USAID/ANE representative, unless directed otherwise by the Contracting/Agreement Officer. In the event of inconsistencies between this clause and later issued Agency or Government-wide CAC guidance or other Afghanistan related security policies, the most recently issued guidance or policies will take precedence, unless otherwise instructed by the Contracting/Agreement Officer. The contractor/recipient is required to include this clause in any subawards that require a subcontractor/sub-recipient's employee(s) to obtain a CAC.

H.4 NATIONAL SECURITY SCREENING (VETTING)

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

(a) The contractor must complete and submit the "USAID Information Form" included in Section J of this contract award for:

- i) Itself, if it is a non-U. S. entity;
- ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; or
- iii) Each key individual that is a non-U.S. entity.

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

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

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

(c) The requirements of paragraph (a) of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:

- i) Once a year; or
- ii) When there is a change or addition to any entity or person identified in paragraph (a).

(d) USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

H.5 GENDER REQUIREMENTS

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

necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the contract supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the contract.

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

H.6 FRAUD REPORTING

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

H.7 USAID/AFGHANISTAN PUBLIC POSTING

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

H.8 BASIS FOR APPROVAL

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

H.9 AUTHORIZED GEOGRAPHIC CODE

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

H.10 LOGISTICAL SUPPORT

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

H.11 LANGUAGE REQUIREMENTS

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

H.12 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD. (JUN 1993)

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

(B) the contracting officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the government.

H.13 AIDAR 752.219-70 USAID MENTOR-PROTEGE PROGRAM. (JUL 2007)

(a) Large and small businesses are encouraged to participate in the USAID Mentor-Protégé Program (the "Program"). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

(b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR parts 121, 124, and 126.

(c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids protégés. The costs for developmental assistance are not chargeable to the contract.

(d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-protégé Program Manager (202-712-1500) for more information.

H.14 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and

allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

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

H.15 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS. (OCT 2007)

(a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

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

H.16 AIDAR 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS

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

(See FAR 45.106)

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

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

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

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

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

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

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

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

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

PROPERTY INVENTORY VERIFICATIONS

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

H.17 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.18 AIDAR 752.7001 BIOGRAPHICAL DATA (JUL 1997)

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

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

H.19 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.20 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPT 2013)

- (a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

(1) Standards.

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

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

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

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

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

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the

publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

H.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.

H.22 AIDAR 752.7007 PERSONNEL COMPENSATION. (JUL 2007)

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

H.23 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

Limitations:

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

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.

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.

Annual Salary Increases:

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

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.

a) 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.

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.

b) Work Week:

Non-overseas Employees:

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

Overseas Employee:

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

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

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

Under this contract, the contractor will submit a CCN Salary Schedule to be approved by the Contracting Officer. CCN salaries that are in accordance and are within the limits of the approved

CCN Salary Schedule do not require USAID approval. Any CCN salary that exceeds the approved CCN Salary Schedule requires Contracting Officer approval. The approved CCN Salary Schedule will be attached as an Attachment in Section J of this contract and made an integral part of this contract.

d) 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.24 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL. (APR 1984)

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

H.25 AIDAR 752.7025 APPROVALS. (APR 1984)

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

H.26 AIDAR 752.7031 LEAVE AND HOLIDAYS. (OCT 1989)

(a) Vacation leave.

(1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract. For regular employees during their tour of duty in the Cooperating Country, vacation leave is

provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a) (3) of this clause.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a) (1) and (2) of this clause will be forfeited unless the requirements of the project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a) (2) of this section, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

(b) Sick Leave. Sick leave is earned by employees in accordance with the Contractor's usual practice but not to exceed 13 work days per annum or 4 hours every 2 weeks. Additional sick leave after use of accrued vacation leave may be advanced in accordance with Contractor's usual practice, if in the judgment of the Contractor's Chief of Party it is determined that such additional leave is in the best interest of the project. In no event shall such additional leave exceed 30 days. The Contractor agrees to reimburse USAID for leave used in excess of the amount earned during the employee's assignment under this contract. Sick leave earned and unused at the end of a regular tour of duty may be carried over to an immediately succeeding tour of duty under this contract. The use of home leave authorized under this clause shall not constitute a break in service for the purpose of sick leave carry-over. Contractor employees will not be compensated for unused sick leave at the completion of their duties under this contract.

(c) Home leave.

(1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.

(2) A regular employee who is a U.S. citizen or resident and has served at least 2 years overseas, as defined in paragraph (c) (4) of this clause, under this contract and has not taken more than 30 workdays leave (vacation, sick, or leave without pay) in the United States, may be granted home leave of not more than 15 workdays for each such year of service overseas, provided that such regular employee agrees to return overseas upon completion of home leave under an additional 2 year appointment, or for a shorter period of not less than 1 year of overseas service under the contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.

(3) Notwithstanding the requirement in paragraph (c) (2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;

(ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and

(iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.

(4) The period of service overseas required under paragraph (c) (2) or paragraph (c) (3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days vacation/sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.

(5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend no more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.

(7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.

(d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

(e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

(f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

H.27 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS. (APR 2014)

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

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

H.28 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated in Section I) and AIDAR 752.7032 International Travel Approval and Notification Requirements (APR 2014), the Contracting Officer hereby provides prior written approval for travel identified in the contractor's cost proposal 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, 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). This approval is for travel by the lowest cost economy-class fare. The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.29 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER. (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [], Bureau for [], U.S. Agency for International Development, under the terms of Contract No. []. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in

videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

H.30 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

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

Email: kabulfinancialreport@usaid.gov
- (e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

H.31 ADS 302.3.5.9 NONDISCRIMINATION (JUNE 2012)

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

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

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

H.32 ADS 302.3.5.14(A) USAID DISABILITY POLICY - ACQUISITION (DEC 2004)

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

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

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

H.33 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUG 2013)

(a) Definitions:

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

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party website funded by USAID for the purpose of meeting the project implementation goals:

(1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the website URL as far in advance of the site's launch as possible.

(2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Website at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://transition.usaid.gov/branding/gsm.html>.

(3) The website must be marked on the index page of the site and every major entry point to the Website with a disclaimer that states:

"The information provided on this Website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(4) The website must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the websites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

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

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

H.34 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

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

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

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

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

A brief summary of the proposed event;

A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;

The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);

A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);

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

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

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

H.35 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

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

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

Death of an individual.

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

The detention of an employee against their will.

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

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

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

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

H.36 SUB-AWARD REQUIREMENTS (MARCH 2012)

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

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

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

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

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

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

H.37 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 OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at

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

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

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

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

H.38 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.39 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:
 - (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

H.40 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to

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

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

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

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

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

H.41 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011)

(Class Deviation OAA-DEV-11-03c, expiration date September 8, 2016)

(a) Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this contract/agreement shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with an agricultural applications or CAN for agricultural or construction/demolition applications. This clause/provision supersedes the terms and conditions of any other clause/provision, including any deemed approval, in this contract/agreement

applicable to restricted goods and services. This clause/provision shall not be altered or its applicability waived.

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

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

H.42 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

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

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

H.44 INSURANCE AND SERVICES

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

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

H.45 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.46 ENVIRONMENTAL COMPLIANCE

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

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

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

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

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

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

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

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

H.47 NONEXPENDABLE PROPERTY PURCHASES, INFORMATION

The Contractor is hereby authorized to purchase the following equipment and/or resources: *As identified in the cost proposal.*

Contractor shall provide the Government a full list of Government Furnished Property transferred to the contract within 2 weeks of receipt of the property.

The Contractor shall request authorization from the Government prior to purchase of equipment and/or resources under this Contract. As part of this requirement, the Contractor shall provide a comprehensive list including a description of the item, quantity of units, price, function, and whether it is a new or a used item.

With respect to nonexpendable equipment purchased by the Contractor hereunder, the Contractor shall comply with all the requirements of the clauses of this contract entitled "Government Property—AID Reporting Requirements" (AIDAR 752.245-70) and "Title To and Care of Property" (AIDAR 752.245-71).

The Government will provide the following property to the Contractor:

TBD

The Contractor shall be responsible for the maintenance of equipment located outside of the USAID Offices.

H.48 GRANTS UNDER CONTRACT

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

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

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

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

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

Right of USAID to Supersede Contractor Decisions. Recognizing the paramount interest of the United States and USAID in grant-making, the parties agree that USAID may, in its sole discretion, supersede any decision, act or omission taken by the Contractor in respect of any grant made by it, or proposed to be made by it, hereunder. Notwithstanding any other provision of this contract, USAID retains the right, at

all times hereunder, through the Contracting Officer, to (1) dictate a different decision with respect to the award or administration of any grant; (2) rectify an omission by the Contractor with respect to the award or administration of any grant; (3) take over the administration of any grant awarded hereunder; and/or (4) terminate, in whole or in part, the Contractor's authorities under this Agreement. USAID reserves the right to rescind its approval for any grant issued by the contractor, and each grant must give the contractor and USAID the right to terminate the grant unilaterally in extraordinary circumstances, at USAID's request.

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

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

I.1 REFERENCED CONTRACT CLAUSES

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

52.202-1	DEFINITIONS	(NOV 2013)
52.203-3	GRATUITIES	(APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES	(MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	(SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES	(MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	(MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	(OCT 2010)
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.	(JUN 2010)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (APR 2014)	(DEC 2011)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	(MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	(JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	(JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	(DEC 2012)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	(JUL 2013)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	(JAN 2014)
52.207-5	OPTION TO PURCHASE EQUIPMENT.	(FEB 1995)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	(AUG 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	(JUL 2013)
52.215-2	AUDIT AND RECORDS – NEGOTIATION	(OCT 2010)
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	(OCT 1997)
52.215-23	LIMITATIONS ON PASS- THROUGH CHARGES	(OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT	(JUN 2013)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	(MAY 2014)
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I.2 FAR 52.216-8 FIXED FEE (JUNE 2011)

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

I.3 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 [insert name of the foreign government], or from which the contractor or any subcontractor under this contract is exempt under the laws of [insert name of country], 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 26, u.s. code) 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.

(End of Clause)

I.4 FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (DEC 2013)

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

I.5 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

I.6 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

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

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

- (a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work

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

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

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

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

the contract is ready to close).

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

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

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

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

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

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

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

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

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

(O) Contract briefings, which generally include a synopsis of all

pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

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

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

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

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

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

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

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

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

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

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

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

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

(End of clause)

I.8 52.217-2 CANCELLATION UNDER MUTI-YEAR CONTRACTS (OCT 1997)

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

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

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

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

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

(d) The cancellation charge will cover only—

(1) Costs—

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

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

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

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

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

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

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

(f) The Contractor's claim may include—

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

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

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

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

(g) The claim shall not include—

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

(2) Any cost already paid to the Contractor;

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

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

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

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

I.9 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 calendar days.

I.10 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

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

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

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

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

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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

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

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

(c) Contractor requirements. The Contractor shall—

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

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

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

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

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

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

I.11 52.243-7 NOTIFICATION OF CHANGES. (APR 1984)

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

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

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

Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

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

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

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

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

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

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

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

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

(End of clause)

I.12 52.244-2 SUBCONTRACTS (OCT 2010)

- (a) Definitions. As used in this clause—
“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).
“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.
“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- (b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
 - (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

- (e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
 - (i) A description of the supplies or services to be subcontracted.
 - (ii) Identification of the type of subcontract to be used.
 - (iii) Identification of the proposed subcontractor.
 - (iv) The proposed subcontract price.
 - (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
 - (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
 - (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.

- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

I.13 I.12 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

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

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

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall—

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

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

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

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

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

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor’s standards and procedures and other aspects of the Contractor’s business ethics awareness

and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) ***Subcontracts.***

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

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

I.14 52.203-17 – CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APRIL 2014)

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

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

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

I.15 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or 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): www.acquisition.gov/far

(End of clause)

I.16 AIDAR 752.204-2 SECURITY REQUIREMENTS

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

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

I.17 AIDAR 752.247-70 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS. (OCT 1996)

- (a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 1241(b) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 75 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.
- (b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of programs or activities that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 or 75 percent, depending on current compliance with Cargo Preference requirements. If freight under the contract is fixed on a U.S. flag vessel, Alternate I of this clause shall apply.
- (c) (1) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both the Division of National Cargo, Office of Cargo Preference, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, and the Transportation Division, Office of Procurement, USAID, Washington, DC 20523-7900.

(2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
 - (i) Sponsoring U.S. Government agency.
 - (ii) Name of vessel.
 - (iii) Vessel flag registry.
 - (iv) Date of loading.
 - (v) Port of loading.
 - (vi) Port of final discharge.
 - (vii) Description of commodity
 - (viii) Gross weight in pounds and cubic feet if available.
 - (ix) Total ocean freight revenue in U.S. dollars.

Alternate I

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

I.18 AIDAR 752.7002 TRAVEL AND TRANSPORTATION. (JAN 1990)

- (a) General. The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.
- (b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for that employee and his/her dependents are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract for the employee and his/her dependents. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) - hereinafter referred to as the Standardized Regulations - as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

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

constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

- (j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:
- (1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j) (1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.
 - (i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.
 - (ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.
 - (2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.
 - (3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.
- (k) Home leave travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the employee's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the

economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

- (l) Rest and recuperation travel. The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation provided that such reimbursement does not exceed that authorized for USAID direct hire employees, and provided further that no reimbursement will be made unless approval is given by the Contractor's Chief of party.
- (m) Transportation of motor vehicles, personal effects and household goods.
 - (1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.
 - (2) If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs for transportation of vehicles, effects and goods to and from the post of duty are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs for transportation of vehicles, effects and goods to the post of duty are reimbursable hereunder but the costs for transportation of vehicles, effects and goods from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract.
 - (3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.
- (n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to

advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.

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

I.19 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS. (OCT 1989)

- (a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

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

I.20 AIDAR 752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS.(JAN 1990)

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

I.21 AIDAR 752.7019 PARTICIPANT TRAINING. (JAN 1999)

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

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

I.22 AIDAR 752.7027 PERSONNEL. (DEC 1990)

- (a) Clearance.
 - (1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.
 - (2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.
- (b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.
- (c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.
- (d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.
- (e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make

loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(f) Duration of Appointments.

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

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

I.23 AIDAR 752.7028 DIFFERENTIAL AND ALLOWANCES. (JUL 1996)

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

- (a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post

differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. (See Standardized Regulation 510) When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

- (b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. (See Standardized Regulation 130) Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.
- (c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of
 - (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and
 - (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

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

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

I.24 AIDAR 752.7033 PHYSICAL FITNESS. (JUL 1997)

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

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

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

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

[END OF SECTION I]

SECTION J: ATTACHMENTS

Attachment 1	Quarterly Report Template
[REDACTED]	[REDACTED]
Attachment 3	RADP-WEST Themes & Considerations
Attachment 4	RADP-WEST IEE
[REDACTED]	[REDACTED]
Attachment 6	Registration And Tax Exemptions In Afghanistan

ATTACHMENT 1. QUARTERLY REPORT TEMPLATE



USAID
FROM THE AMERICAN PEOPLE

**Name of the Project
Agreement No.**

FY20XX

Quarter XX

Project Logos

Date of Submission

1. Project Overview (1 page)

This section will cover the basic project details – a brief project description, including components (one paragraph) – for quarterly, semi-annual, and annual reports. Most of this information is already in Afghan Info (AI) and it should be a copy and paste from previous reports. No additional work will be required aside from making sure AI is up-to-date.

- Activity Start/End Date
- Name of Prime Implementing Partner
- Name of Sub-contractors/Sub-awardees
- Brief project description, including components (one paragraph)
- Geographic Coverage

2. Executive Summary (2 pages)

The narrative will outline the main achievements and challenges faced during the reporting period. Reporting will be grouped by project component, objective, or as structured in the work plan. Each component narrative will include the following sub-sections:

- 2.1 Summary of results for the reporting period and key achievements:** Focus will be on highlighting key results and provide a narrative description of key accomplishments and how the results were verified (through field visits, etc.).
- 2.2 Constraints and critical issues:** Notify implementation challenges and issues, possibly including weather or security restrictions. Identify ways forward.

3 Activity Implementation (3 pages)

3.1 Indicator/Activity Performance: This section is for reporting on actual achievements versus targets. (For annual reports, using the table below will help the Mission meet its annual Performance Plan and Report requirements, including the need to provide an explanation for all targets that were not met or exceeded by more than 10%, and provide targets for the next two years; for quarterly/semi-annual reports, the table is not necessary, although helpful in listing indicators and attendant information.) Implementing Partner (IP) indicator targets should be linked with its work plans. After filling out the table below, the IP should elaborate on its achievements and challenges, including those not captured by indicators. *To help the Mission meet USAID reporting requirements, it is very important for the IP to highlight specific interventions, ideally in the indicator table and the subsequent narrative, progress and/or challenges that target gender equality/empowerment and reduce the gender inequality gap.*

Indicator Name and Number	DO & IR that the project supports	Baseline Value	Current FY Target	Current FY Result	% of variance between target and result	Next FY Target	Two FY Out Target	Reason for +/- 10% variance

3.2 Key Activities Accomplished during the Quarter: Discuss key activities implemented during the reporting period, in bullet form. The following table should be included as an annex to the report, which can be generated from Afghan Info.

Project Component	Activity Description	Target of Activity	Expected Outcome of Activity	Dates of Activity	Location information				
					Province	District	Village	Lat	Long
Delivery of supplies	PCH delivered kits to health posts	200 visitors to health post	100 kits delivered	June 2014	Herat	Adraskan	Adraskan	33.62	62.73
					Herat	Adraskan	Adraskan	33.62	62.73
					Herat	Adraskan	Adraskan	33.62	62.73
Health training	Comprehensive Health Center staff were trained on vaccination procedures	30 health staff trained	Improved skills of health center	July 1, 2014	Herat	Adraskan	Adraskan	33.62	62.73
					Herat	Adraskan	Adraskan	33.62	62.73
					Herat	Adraskan	Adraskan	33.62	62.73

3.3 Planned for Next Reporting Period: Discuss key expected activities to be implemented for the upcoming reporting period (i.e., quarter, half-year), in relation to indicators and work plans, in bullet form.

3.4 Lessons learned: Discuss key lessons learned during the reporting period, from relevant source (after-action reviews, stakeholder roundtables, assessments, internal evaluations, etc.). List: a) any evaluations, assessments, or audits that occurred within the reporting period and/or which are planned to occur the next year; b) what were the major findings/recommendations; and c) how the IP implemented recommendations or, if not, why the recommendation was not implemented or when it will be implemented. *Demonstrating how (and the source of) objective evidence is used by IPs to make course corrections and other management decisions is very important to USAID, along with being sound development practice.*

Evaluations, Assessments, or Audits:

Completed and/or planned	Major findings/ recommendations	Actions taken/planned to be taken

4 Collaboration with GIROA, other donor projects, or other USAID projects (1 page)

This section will include, as applicable:

4.1 Links with relevant GIROA ministries: List and discuss events, joint planning efforts, coordination efforts, meetings, etc. geared toward building capacity and supporting GIROA. Please describe any key highlights and/or challenges encountered. The collaboration is "learning" focused.

4.2 Links with other donor agencies: List and discuss events, joint planning efforts, coordination efforts, meetings, etc. geared toward building synergy across other donors. Please describe any key highlights and/or challenges encountered. The collaboration is "learning" focused.

4.3 List and discuss links with other USAID projects: List events, joint planning efforts, coordination efforts, meetings, etc. geared toward building synergy across USAID activities. Please describe any key highlights and/or challenges encountered. The collaboration is "learning" focused.

5 Management and Administrative Issues (1 page)

Please provide an update on administrative matters, including any discussion on staffing, procurement, and any other matters that should be brought to the attention of the COR/AOR/AM.

5.1 Personnel: Any personnel changes.

5.2 Adaption of the activity: Discuss changes in the activity that may be required due to practical considerations "on the ground." If decisions (in consultation with the AOR/COR) to either change the geographic location or the strategic elements being emphasized in the project, they should be noted here for the official record. If contract modification or amendments are needed, describe them in sub-section 5.3.

5.3 Modifications and Amendments: Note any modifications and amendments and upload them into Afghan Info; those that took place and/or those that are expected in the future, and based on what was described in sub-section 5.2.

6 Success Stories and photos

IPs are highly encouraged to submit at least one success story per year, though not each quarter. Success stories should focus on specific activities that have already happened or are ongoing; they should not describe planned activities or expected results. USAID encourages the submission of accompanying photos where possible. If pictures or other information in the success story identify individuals, please ensure that proper (written) consent has been obtained before submitting to USAID. Consent forms do not need to be provided to USAID.

Success stories should be accompanied by a photograph, and must include the following information, to facilitate uploading into USAID's annual Performance Plan and Report:

- **Headline (Maximum 300 characters):** A good headline or title is simple, jargon free, and has impact; it summarizes the story in a nutshell; include action verbs that bring the story to life.
- **Body Copy (maximum 5,000 characters):** The first paragraphs should showcase the challenge encountered and the context of the foreign assistance program. Presenting a conflict or sharing a first person account are two good ways to grab the reader's attention. Continue by describing what actions were taken and finally describing the end result. What changed for the person or community? What was learned? How did this make a difference in the community or to the country overall? If this story is relating to a "best practice", what were the innovations in planning, implementation or partnering that made it different? If this story is about an evaluation, what program adjustments were made?
- **Pullout Quote (Optional, 1,000 characters):** Please provide a quote that represents and summarizes the story.
- **Contact Information (300 characters):** Please list the name of the person submitting along with their contact information (email and phone number).

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT 3. RADP-WEST THEMES AND CONSIDERATIONS

PROGRAM THEMES

The following are the thematic areas that shall be addressed for each of the program components:

Farmer Productivity and Profitability. Technical assistance and the promotion of highly productive and efficient techniques, including increasing access to inputs, improving productivity, and strengthening post-harvest handling practices, will be a major focus of RADP. Development of high quality, sustainable Afghan public and private extension networks will be critical for farmers.

Gender. Women play an important role in the agricultural sector, yet they have very limited control over agricultural-related resources or decision making. Incorporating women into USAID agricultural programs has been a challenge. Activities that include and empower women will be integrated in a substantial and sustainable manner throughout the operations of the program. Planned activities with stakeholders and beneficiaries will be carefully tailored to ensure that clear, realistic, and equitable strategies are implemented for women with the aim of increasing women's access to and control over productive resources, service delivery and market opportunities, and their capability to influence decision-making in households and communities. Opportunities to collaborate with MAIL's Directorate of Home Economics and DAIL extension activities at the field level will be included. Creative approaches must be used to engage women and ensure they directly benefit from the activities implemented under this program. Women will comprise at least 23 percent of beneficiaries. Where possible and appropriate, innovative approaches will be used to reach women with program activities. The contractor will integrate gender considerations into all program components and activities.

Agribusiness. The transport of farmer's agricultural products remains a challenge. Opportunities to increase the efficiency of trade and access to markets will be tested and implemented. The contractor will also use the opportunities to increase the capacity of processing units to compete in domestic markets to substitute imports.

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

Alternative Development. Poppy production in the West has been concentrated primarily in Farah, but with rising levels also seen in Badghis province.

Throughout the Western region, RADP will work with poppy-free communities to continually strengthen income and profitability derived from licit crops. Opportunities to expand high-value crops must be evaluated. Where security permits, RADP-West will work with poppy producing communities to identify licit crops that can satisfy household livelihood requirements. The Ministry of Counter-narcotics (MCN) has drafted Food Zone proposals for Badakhshan that link law enforcement, public information and drug demand reduction. The contractor will align program activities with MCN activities and the proposed Food Zones, where possible and appropriate. The contractor will apply a multifaceted understanding to alternative licit crops that considers factors such as geography, crop budget comparisons, financing, cropping patterns, socio-economic standing, cost-benefit and risk analysis and operational security. Creative alternative solutions to encourage licit production over illicit production linked to public information campaigns and other GIRoA initiatives are encouraged.

CROSS CUTTING CONSIDERATIONS

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

1. Irrigation and On-Farm Water Management

Farmers in the Western region consistently rank irrigation and the ability to manage available water as one of the most significant impediments to increasing productivity. To address this impediment, a diverse array of more efficient on-farm water management technologies and practices can be introduced, including but not limited to drip irrigation and flood irrigation on unlevelled ground. Improved soil management techniques could also have significant beneficial impacts in rain-fed areas. Sustainability, cost effectiveness, and cultural appropriateness shall influence recommended interventions. Those practices and technologies most likely to be widely adopted without subsidized resource contributions will be viewed preferably compared to theoretically superior solutions with little track record of success.

2. Agribusiness

Agribusiness and rudimentary post-harvest value added processing is centered in Herat City. Opportunities to increase efficiency of trade and access to markets will be tested and implemented. In both regions, major value chain efforts are being employed by producers, service providers, and processors, but much more can be done in order to improve the quantity, quality, and marketing of products supplied to local and out-of-area consumers. All considerations for support to agribusinesses (and all program activities in general, for that matter) must be demand-driven and adequately assess market potential in terms of long-term profitability/viability.

3. Credit

Credit access is generally available, but tends to be focused in the major population centers. The Agricultural Development Fund (ADF) has provided agricultural credit throughout Afghanistan. Producer associations and agribusinesses would be the most common beneficiaries of credit opportunities. There may still be a need to facilitate access to microfinance, as many of the loans available through the above programs have high minimum loan amounts.

4. Gender

The agriculture sector could make substantial gains in employment opportunities available for women. In particular, the creation and/or expansion of small scale processing plants in district or province centers would increase economic opportunities for women. Women in the West generally have more freedom than in other areas of Afghanistan. Nevertheless, an in-depth understanding and assessment of the role of women and opportunities for engaging them in program activities will be essential. Creative and culturally effective approaches to engaging women, and ensuring they directly benefit from the activities implemented under this program, are required.

5. Local Administration

Increasing the capacity for public sector service delivery through the Departments of Agriculture, Irrigation and Livestock (DAILs) in the regions – particularly in difficult and insecure areas – is critical. Increasing DAIL capacity to manage budgets, and communicate effectively with central MAIL, is required. Increasing and supporting extension services in coordination with other donors and USAID's Agricultural Research and Extension Development (AGRED) program and Irrigation and Watershed Management Program (IWMP) will have long-term benefits. A very large percentage of farmers have yet to have a positive interaction with provincial DAIL extension agents, which does not increase their confidence in the Afghan government and presents missed opportunities for improving farm practices.

ATTACHMENT 4. RADP-WEST INITIAL ENVIRONMENTAL EXAMINATION



USAID | AFGHANISTAN

US AGENCY FOR INTERNATIONAL DEVELOPMENT
Office for Afghanistan and Pakistan Affairs

INITIAL ENVIRONMENTAL EXAMINATION
Amendment 1

PROGRAM/ACTIVITY DATA

Country Code and AO: 306-Agriculture
Assistance Objective Name: A Sustainable, Thriving Agriculture Economy
Program Objective: To improve production and productivity for wheat, target high value crops and livestock resulting in improved food security and livelihoods, as well as economic regeneration and sustainable development for rural Afghans
Country or Region: Afghanistan
Activity Name: Regional Agricultural Development Programs (N, S, W, C, E)
Award Number: TBD
Funding Begin: 10/2013
Funding End: 10/2017
LOP Amount: \$380 million
Date: 7/16/2013
IEE Amendment: Yes, Original IEE: OAPA-12-FEB-AFG-0023, 2/7/2012

ENVIRONMENTAL ACTION RECOMMENDED: (Place X where applicable)

Categorical Exclusion	<input checked="" type="checkbox"/>	Deferral	<input type="checkbox"/>
Positive Determination	<input type="checkbox"/>	Negative Determination	<input type="checkbox"/>
Negative Determination		Exemption	<input type="checkbox"/>
With Conditions	<input checked="" type="checkbox"/>		

1.0 PURPOSE, BACKGROUND AND ACTIVITY DESCRIPTION

1.1 Purpose

The original IEE for North, South and West (N, S and W) was approved on February 7, 2012 (OAPA-12-FEB-AFG-0023). The purpose of this Amendment, in accordance with 22 CFR 216, is to duly and in a timely manner account for:

- 1) addition of the eastern region of Afghanistan (E) in the following provinces: Nangarhar, Logar, Laghman, Ghazni, Kunar, Kapisa, Parwan, Wardak, Kabul and Panjshayr;
- 2) addition of the central region (C) to build capacity at the Ministry of Agriculture, Irrigation and Livestock (MAIL) of the Government of the Islamic Republic of Afghanistan (GIROA).
- 3) Increase in LOP funding from \$295M to \$380M. At the time of the original IEE approval, the value of RADP was estimated at \$295M. However, months later, when the Activity Approval Document was approved, the total RADP budget had increased to \$330M. This amendment of the IEE will now be approved to include the additional geographic coverage of the eastern region of Afghanistan and a central government capacity building and policy. The programs, RADP Central and RADP East, will be valued at \$30M (central) and \$50M (east). The new total for RADP, reflected in the amended IEE, will be \$380M.

There are no other changes or additions. The scope and nature of all approved activities in RADP North, South and West remain the same. All approved Threshold Decisions and environmental conditions remain in force and apply accordingly to relevant activities in the new project areas.

1.2 Background

Three decades of conflict in Afghanistan have caused agricultural production to decline 3.5 percent annually between 1978 and 2004. Institutional capacities are improving, but remain weak while significant investment occurred in transportation, security, communication, and complementary investment in irrigation infrastructure is required to help farmers and agribusinesses take advantage of these developments. Significant drought and environmental degradation through deforestation and overgrazing of rangelands have reduced productivity of crops and livestock and require improved resource management. Inadequate commercial financing limits farm and agribusiness growth and technical assistance is required to improve the credit worthiness of prospective borrowers. High levels of population growth and a weak land-titling system has led to the fragmentation and inadequate clarity of land tenure. A dearth of adequately trained agricultural staff contributes to poor agricultural yields and dependence on subsistence agriculture. The ability to find solutions to these challenges will determine future agricultural and economic growth and stability of Afghanistan. The sustainable agricultural development program also will support the strengthening of licit economies to fuel economic growth, provide alternatives to poppy cultivation, and help stabilize insecure areas.

1.3 Activity Description

The objective of the Regional Agricultural Development Program (RADP) is to increase production and productivity for wheat, targeted high value crops and livestock, resulting in improved food security and livelihoods, as well as economic regeneration and sustainable development for rural Afghans. The following two components have been added to this Amendment to complement the North, South and Western Regions covered in the original IEE.

RADP-Central will assist MAIL in coordinating regional RADPs through assistance in Monitoring and Evaluation and ensuring linkages and information flow back to MAIL; support and clarify linkages for National Priority Program (NPPs) and assist in value chain strategy and agricultural development coordination; and improve capacity of MAIL to analyze and implement policies, regulations, laws, and administrative procedures.

RADP-East will foster economic growth for farmers and agribusinesses that have good market access and are capable of contributing to strengthening agricultural value chains. The focus will be investing in three to five high-value crops to improve linkages between producers and agribusinesses, increase value-added processing and brand development, strengthen the efficiency and profitability of agricultural marketing efforts, and support improved enabling environment to fuel agricultural sector growth. This is in line with the approach that will be followed with RADP N, S and W.

Best practices, such as environmentally sound designs, proper application of fertilizers, seeds, and pesticides will be followed in consultation with the Mission Environment Officer (MEO), keeping in mind host-country environmental regulations and laws. This will include lessons learned from other agriculture projects in Integrated Pest Management (IPM), pesticides training, and improved planting and crop management techniques.

2.0 RECOMMENDED THRESHOLD DECISIONS

The table below lists proposed program activities covered in this IEE, including procurement and disposal of ICT equipment and other office machines.

Activities	Effects on natural or physical environment	Recommended Threshold Determination
<p>1. All Program activities that do not effect the natural or physical environment. This includes: technical assistance, participant training, except to the extent such programs include activities directly affecting the environment (such as construction of facilities, assistance in use of crop protection products, etc.), consultations, document transfers and information dissemination, analysis, and workshops.</p> <p>Specifically, this might include:</p> <ul style="list-style-type: none"> • Farmer and farmer group training at farmer field schools; • Farmer-to farmer visits to share good practices; • Preparation of farmer and agribusiness needs assessments, action plans, and reports; • Provision of consulting and extension services for farmers and agribusinesses; • Training and support for Ministry of Agriculture, Irrigation and Livestock (MAIL) counterparts at the regional and provincial level; • Improve small to medium business practices and competitiveness for agricultural sector business; • Promotion of gender equality to account for gender roles and relationships; • Gender analysis to guide Program 	<p>No impact</p>	<p>Categorical Exclusion, no actions required per:</p> <p>22 CFR 216.2(c)(2)(i);</p> <p>22 CFR 216.2(c)(2)(iii);</p> <p>22 CFR 216.2(c)(2)(v); and</p> <p>22 CFR 216.2(c) (2) (xiv).</p>

<p>implementation and integration of women throughout agricultural value chains; and</p> <ul style="list-style-type: none"> • Sharing of market information; • Linking farmers and enterprises to markets; and • Public education. 		
<p>2. Procurement of equipment, commodities, and materials for implementing program activities.</p>	<p>Insignificant effect with mitigating measures</p>	<p>Negative Determination with Conditions:</p> <p>The Implementer is required to ensure that equipment, commodities (also see ADS 312), and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and/or international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of when applicable at the end of their useful life in a manner consistent with Afghanistan laws, best management practices according to USG, European Union or equivalent standards.</p>
<p>3. Small-scale activities, for example:</p> <ul style="list-style-type: none"> • Technical advice and support for rehabilitation and management of small scale irrigation systems and on-farm water management demonstration plots (for small scale farmers generally managing one to three hectares); • Perennial tree crop management utilizing irrigation (for small scale farmers generally managing one to three hectares); • Support for mechanized cultivation (for small scale farmers generally managing two to ten hectares); • Matching grants or links to finance mechanisms for purchase of required equipment for cultivation, processing, or marketing of crops to encourage value chain development; and • Procurement of agricultural inputs (Seeds, seedling, and other plant materials, fertilizer, pesticides), equipment and machinery, technologies, materials, services that may have a potential for hazardous environmental impact. 	<p>Insignificant effect with mitigating measures</p>	<p>a) Negative Determination with Conditions: An Environmental Manual (EM, see Annex I for suggested sections) will be followed, (see Annex I for suggested sections) will be developed and reviewed by the COR and MEO within 2 months of the award. The EM will include an Environmental Mitigation and Monitoring Plan (EMMP, see Annex II for template and instructions) will be required for each award under RADP. Potential impacts on the environment and appropriate mitigating measures will be identified (see, for instance, www.usaidgems.org for guidance on irrigation, agriculture and other relevant sectors).</p> <p>If certain activities are identified that pose significant risk, the IEE shall be amended to recommend a positive determination. Such a positive threshold decision will trigger commencement of the EA Process and an Environmental Assessment (EA) shall be conducted by the Implementer prior to start of activities. Details for required steps are provided below in the “Recommended Action.”</p> <p>For grants, an Environmental Request Form and Request Report (ERF/ERR) will be completed by the IP and submitted to the MEO for review and approval before disbursement of funds (see Annex</p>

		<p>II for template and instructions).</p> <p>c) For pesticides, a Negative Determination with Conditions that an existing valid approved Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP) is reviewed, and amended when warranted by the Implementer, and approved by the Bureau Environment Officer (BEO)/OAPA.</p> <p>Note: a Mission-wide Programmatic PERSUAP that includes RADP is currently (July 2013) under review is expected to be fully approved when RDAP starts implementation. The IP is expected to follow this PERSUAP.</p>
		<p>Genetically Modified Organisms (GMOs) will not be introduced. Any non-native species will be introduced in strict adherence to Ministry of Agriculture, Irrigation and Livestock protocols following established biosafety and non-native analysis. In no cases will funding be used to purchase ammonium nitrate and calcium ammonium.</p>

3.0 ENVIRONMENTAL RECOMMENDATIONS

Categorical Exclusion (approximately 80 percent of funding)

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

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

Negative Determination with Conditions (approximately 20 percent of all funding)

The Implementer will develop an Environmental Manual (EM) that provides guidance in the implementation of required environmental compliance process for the project. The EM will be reviewed and approved by the COR and MEO within two months of the award before implementation of activities and will be translated into Dari and Pashtun. Suggested sections to be included in the EM are given in Annex I. The EM should address the following:

Equipment and commodity purchase. These activities include the procurement of computers and other electric and electronic equipment, and materials (under all components). The Implementer should provide evidence that the equipment and materials are procured from certified retailers; environmental safety and quality certificates conforming with national and international standards are available; equipment and materials are used in an environmentally sound and safe manner, properly disposed of when applicable at the end of their useful lives in manners consistent with best management practices, according to USG, European Union or equivalent standards.

Small-scale activities that have a potential for an adverse impact on the natural or physical environment: The Implementer will include in the EM an Environmental Mitigation and Monitoring Plan (EMMP) for activities implemented by each RDAP component adapted to a specific region or site before the activity implementation. An EMMP template is provided in Annex II.

Grants: For grants, an Environmental Request Form and Request Report (ERF/ERR) will be completed by the IP and submitted to the MEO before disbursement of funds (see Annex III for template and instructions). If the ERF/ERR results in a finding in which significant adverse effects are confirmed, an environmental assessment (EA) will be conducted. This assessment will include the following steps: 1) SOW for Scoping should be approved by the BEO/OAPA; 2) public consultation should take place at Scoping; 3) the Scoping Statement may result in (a) confirming potentially significant adverse environmental and social impacts and, thus, the SS shall have a SOW for the EA and must be approved by the BEO/OAPA; or in finding (b) no potentially significant adverse environmental and social impacts are expected, in which case, the Positive Threshold Decision would be reversed and an EMMP prepared; 4) the draft EA report is prepared if required and public consultation is conducted, 5) EA Report with EMMP must be approved by the BEO/OAPA. Note that the COR may decide not the funds the grant in which case an EA will not be necessary.

Pesticides: for the safe use of pesticides, RDAP is expected to follow the Mission-wide Programmatic PERSUAP that is currently (July 2013) under review and is expected to be approved in August 2013. In no cases will funding be used to purchase ammonium nitrate and calcium ammonium.

Genetically Modified Organisms (GMOs): RADP will not introduce GMOs unless there is an approved Biosafety policy and regulatory framework in Afghanistan. At present, no such policy or regulation is available or is being planned by the GIRoA.

4.0 REVISIONS

Pursuant to 22 CFR 216.3(a) (9), if new information becomes available which indicates that activities to be funded by the program might be “major” and the program’s effect “significant,” or if additional activities are proposed that might be considered “major” and their effects significant, this IEE will be reviewed and revised by the originator of the project and submitted to the Bureau Environmental Officer (BEO) for approval and, if appropriate, an environmental assessment will be prepared. It is the responsibility of the USAID COR/AOR to keep the Mission Environmental Officer, USAID/Afghanistan and the BEO/OAPA informed of any new information or changes in scope and nature of the activity that might require revision of the IEE.

[REDACTED]

ATTACHMENT 6. REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN

February 9, 2010

The purpose of this information sheet is to provide guidance to partners on how to register to legally operate in Afghanistan and to provide guidance on applicable tax exemptions.

The information provided in this document should not substitute for each implementing partner seeking its own registration and tax advice. USAID expects each of its implementing partners to fully comply with the laws of the Islamic Republic of Afghanistan (IRoA).

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

I. REGISTERING AS AN NGO

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

What is an NGO under the laws of Afghanistan?

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

How to Register an NGO in Afghanistan?

NGOs are registered by the NGO Department within the IRoA Ministry of Economy (MoE), which is responsible for both registering and supervising NGOs. There are two key laws that govern the establishment, registration and operations of civil society organizations: the Law on Social Organizations enacted November 2002 and the Law on Non-Governmental Organizations enacted June 2005. For NGOs receiving USAID funds, the entity must first proceed to the Ministry of Foreign Affairs (MoFA) with a letter from USAID3 introducing the organization as a USAID-funded organization to the MoFA for registration. The MoFA then sends the information to the MoE to register the entity as an NGO. According to the Afghanistan NGO Law⁴, an NGO must submit a semi-annual activity report and an annual activity report to the MoE. Failure to submit the reports could result in the dissolution of the NGO. The semi-annual report should be prepared in one original and three copies for submission to the central and regional offices of the MoE. In addition, an NGO must provide its annual financial statements/reports, prepared in accordance with international auditing standards, to the MoE.

How to register For-Profit Entities?

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

To register, the for-profit entity must first proceed to the MoFA with a letter from USAID introducing the organization as a USAID-funded organization to the MoFA for licensing at AISA.⁵ The MoFA then sends the information to AISA to license the entity as a for-profit entity. The implementing partner

collects and completes the AISA forms and submits them to the licensing department of AISA. AISA then sends a letter to the Ministry of Finance (MoF) requesting information on whether the organization is exempt from taxes in accordance with our bilateral agreement with the GIROA. Once the AISA forms are completed, information on the organization is also sent to the Central Business Registry (CBR) for registration. The CBR is a “one stop shop” to register businesses combining all of the functions previously done by the Commercial Court, the Ministry of Justice (MoJ) and the MoF. The CBR facilitates the registration process for all businesses. The CBR issues the partner a Tax Identification Number (TIN)⁶, registers the business and publishes the information in the Official Gazette of the MoJ. The partner receives a registration number from the CBR which then allows AISA to issue the license. For more information on licensing at AISA, please visit www.aisa.org.af or contact Mr. Ghulam Rabani, Director of Licensing Department at +93 (0) 798 274500, ghulam.rabani@aisa.org.af.

II. TAXES

A. Tax Exemptions under Afghanistan Tax Law

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

B. Annual Tax Filing

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

C. Tax Exemptions for USAID Partners

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

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

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

D. Withholding Tax on Subcontractor

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

registered with AISA and provide the services listed above, are subject to a 2% withholding tax. The tax withheld is creditable

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

Subcontractors, subject to this Article are required, upon signing the subcontract, to send a copy of the subcontract to the Medium Tax Office. Natural persons who earn taxable salaries are excluded from this provision. Under the USAID Tax Exemption language in our SOAGs, the withholding only applies to national subcontractors, i.e. Afghan subcontractors. Foreign subcontractors are exempt from such withholding. However, USAID prime contractors/partners are not exempt from withholding this tax on their Afghan subcontractors. The SOAG exempts non-national organizations and persons from the withholding – not Afghan organizations or Afghan citizens. Foreign/International subcontractors to USAID prime contractors are exempt from taxes under the SOAGs, similar to their prime contractors. However, the legal division of the Afghanistan Revenue Department (ARD) must issue a letter (exemption certificate) to each exempt subcontractor in order to effect the exemption for administrative purposes under Afghan law. In other words, each subcontractor must have an official exemption letter from the ARD. To obtain the exemption certificate, the prime contractor submits a letter to the ARD Legal Department on behalf of its subcontractors requesting the exemption, i.e. a private ruling. A copy of the subcontractors cover sheet to its contract must be included with the request. The Legal Department of ARD has copies of the SOAG, so it is not necessary to provide the SOAG as an attachment. The letter however should reference that the prime and the subcontractor are implementing a USAID activity under the applicable SOAG. The Legal Department will review the documents and issue a letter confirming exemption. If the exemption letter is not issued by ARD, the subcontractors will not be exempt from tax.

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

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

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

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

- If the monthly rent is more than Afs.10, 000 (\$200) and less than Afs.100, 000 (\$2000) - 10 percent.
- If the monthly rent is more than Afs.100, 000 (\$2000) -15 percent. The law requires the renter to withhold the tax on behalf of the landlord. The rental property tax is a tax on the landlord not on the renter. The withholding is merely transferring a part of the landlord’s income (the rent) to the GIROA to cover the tax. Whatever the arrangement between landlord and renter, the USAID tax exemption is not applicable since the tax is on the landlord.

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

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

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

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

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

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

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

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

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

For questions or information, please contact:

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SOAG TAX EXEMPTION PROVISION

Section B.4. Taxation

(a) General Exemption: The Agreement is a program agreement under the terms of the Point Four General Agreement for Technical Cooperation, dated as February 7, 1951, between the grantee and the USG, and the assistance there under is free from any taxes imposed under laws in effect in the territory of the grantee.

(b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to , but is not limited to 1) any activity, contract, grant of other implementing agreement financed by USAID under this agreement, 2) any transaction or supplies, equipment, materials, property or other goods (hereinafter collectively “goods”) under (1) above, 3) any contractor, grantee, or other organizations carrying out activities financed by USAID under this agreement, 4) any employee of such organizations, and 5) any individual contractor or grantee carrying out activities financed by USAID under this agreement.

(c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to , but is not limited to the following taxes:

1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national individuals or their family members. Exemption 1 includes, but is not limited to; all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.

2) Exemption 2. Taxes on the income, profits or property of all 1) non-national organizations or any type, 2) non-national employees of national and non-national organizations, or 3) non-national individual contractors and grantees. Exemption 2 includes income and social security taxes of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term “national” refers to organizations established under the laws of the grantee and citizens of the grantee, other than permanent resident aliens in the US.

3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this agreement, including sales taxes, value-added taxes (VAT), or taxes on purchases or rentals of real or personal property. The term “last transaction” refers to the last transaction by which the goods or services were purchased for use in the activities financed by USAID under this agreement.

(d) If a tax has been levied and paid contrary the provisions of and exemption, USAID may, in its discretion, 1) require the Grantee to refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the agreement, or 2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the parties.

(e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic envelopment of the country of the Grantee.

Embassy consular office delegation letter



Embassy of the United States of America

January 18, 2010

Protocol Department
Ministry of Foreign Affairs
Islamic Republic of Afghanistan

To Whom It May Concern:

The Consular Section of the United States Embassy in Kabul, Afghanistan, hereby delegates to USAID/Afghanistan the authority to sign and transmit letters to the Ministry of Foreign Affairs (MoFA) introducing all USAID funded non-governmental organizations and for-profit organizations to the MoFA for registration purposes.

If you have any questions regarding the above delegation, please contact the Consular Section of the U.S. Embassy in Kabul. Thank you for your assistance in this matter.

Sincerely,

Randall Mericeth, Consul

Cc:
Mr. Zalmay Warfall, Desk Officer, UNO and International Financial Institutions, MoFA
Ms. Sohaila Noori, MoFA
Ms. Ann Marie Yastishock, Senior Legal Advisor, USAID/Afghanistan
Ms. Rita Tariyal, Legal Advisor, USAID/Afghanistan
Ms. Diane Moore, Supervisory Executive Officer, USAID/Afghanistan

ATTACHMENT 7. - USAID PARTNER INFORMATION FORM

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

(Use additional continuation sheets as necessary):

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

Email:

INFORMATION FORM INSTRUCTIONS

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

Part I

Question 1 – Self-explanatory

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

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

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

Question 5 a-g – Self-explanatory.

Attach a copy of the relevant Afghan business license.

Question 6 - “Key Individual” means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Complete for each of these four categories or indicate “N/A” if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each “key individual”.

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

Part II

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

Part III

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

ATTACHMENT 8. MILESTONES/INDICATORS

No.	Milestones	Means of Verification	Due Date
CLIN 1: Wheat Value Chain			
1.1	Baseline completed (together with Baseline from CLINs 0002, 0003, and 0004)	Baseline Report	Information from secondary data 90 calendar days after award, information from primary data and final report at 6 months.
1.2	MOUs signed with MAIL, and relevant programs related to wheat value chain development to coordinate activities	Quarterly Report	Within 6 months of an award.
1.3	Contractor provides services for improving the wheat value chain in a minimum of 5 districts in Herat province and a minimum of 3 districts in Farah and Badghis provinces	Quarterly Reports	Within 120 calendar days of an award.
1.4	At least 15 percent of beneficiaries are women	Quarterly and Final Reports	Within 1 year of an award.
1.5	Wheat value chain strategy to improve farmer productivity and agribusiness profitability developed and coordinated with MAIL and DAILs	Quarterly and Final Reports	Within 120 calendar days of an award.
1.6	20,000 farmers with increased productivity of wheat by 10 percent minimum or percentage proposed		Within 2.5 years of an award.
1.7	60,000 farmers with increased productivity of wheat by 20 percent minimum or percentage proposed	Quarterly and Final Reports	Within 5 years of an award.
1.8	4,000 farmers using improved post-harvesting techniques (such as pest control, storage, or processing)	Quarterly and Final Reports	Within 3 years of an award.
1.9	8,000 farmers using improved post-harvesting techniques (such as pest control, storage, or processing)	Quarterly and Final Reports	Within 5 years of an award.
1.10	Increase total sales within the wheat value chain amongst USAID assisted farms and agribusinesses by at least \$2 million or amount proposed.	Quarterly and Final Reports	Within 3 years of an award.
1.11	Increase total sales within the wheat value chain amongst USAID assisted	Quarterly and Final	Within 5 years of an award.

	farms and agribusinesses by at least \$2 million or amount proposed.	Reports	
1.12	Provide technical assistance to a total of at least 20 community or commercial level value-added enterprise activities to improve financial returns by 20 percent minimum or percentage proposed	Quarterly and Final Reports	Within 5 years of an award.
CLIN 2: High-Value Crops			
2.1	Baseline completed (together with Baseline from CLINs 0001, 0003, and 0004)	Baseline Report	Information from secondary data 90 calendar days after award, information from primary data and final report at 6 months
2.2	MOUs signed with MAIL, and relevant programs related to approved value chains coordinated with GIRoA and other implementation partners	Quarterly and Final Reports	Within 6 months of an award
2.3	Three value chain strategies developed to improve farmer productivity and agribusiness profitability developed and coordinated with MAIL and DAILs	Quarterly and Final Reports	Within 120 calendar days of the award
2.4	Contractor provides services for improving the value chains of high-value crops in a minimum of 5 districts in Herat province and a minimum of 3 districts per province in Farah and Badghis.	Quarterly Reports	Within 120 calendar days of an award.
2.5	6,000 farmers with a minimum increase in productivity of 15 percent, or percentage proposed, in each of the respective value chains	Quarterly and Final Reports	Within 2.5 years of an award.
2.6	16,000 farmers with a minimum increase in productivity of 35 percent, or percentage proposed, in each of the respective value chains	Quarterly and Final Reports	Within 5 years of an award.
2.7	At least 60 farmer organizations with improved management capacity	Quarterly and Final Reports	Within 5 years of an award.
2.8	Train 16,000 farmers in improved post-harvest techniques (in terms of pest control, storage, and processing) for	Quarterly and Final Reports	Within 5 years of an award.

	with clear explanations of how these activities will improve farm to market linkages in target areas		
2.9	Mentor at least 15 lead farmers within each value chain who serve as an example of good agricultural practices and farm management	Quarterly and Final Reports	Within 2.5 years of an award.
2.10	Mentor at least 35 lead farmers within each value chain who serve as an example of good agricultural practices and farm management	Quarterly and Final Reports	Within 5 years of an award.
2.11	Each lead farmer provides mentoring to at least 10 neighboring farmers to influence land use and/or agricultural practices to improve productivity and linkages to markets	Quarterly and Final Reports	Within 5 years of an award.
2.12	The increase in total sales with three value chains will be at least USD 18 million or amount proposed	Quarterly and Final Reports	Within 2.5 years of an award.
2.13	The increase in total sales with three value chains will be at least USD 50 million or amount proposed	Quarterly and Final Reports	Within 5 years of an award.
2.14	The contractor must increase the management and technical capacity of a total of 30 overall small, medium, and large existing or start-up agribusinesses related to the approved value chains to improve financial returns by 20 percent minimum or percentage proposed	Quarterly and Final Reports	Within 5 years of an award.
CLIN 3: Livestock			
3.1	Baseline completed (together with Baseline from CLINs 0001, 0002, and 0004)	Baseline Report	Information from secondary data 90 calendar days after award, information from primary data and final report at 6 months.
3.2	MOUs signed with MAIL, and relevant programs related to approved value chains coordinated with GIROA and other implementation partners	Quarterly Reports	Within 6 months of an award
3.3	One livestock value chain strategy developed to improve farmer productivity and agribusiness	Quarterly Reports	Within 120 calendar days of an award

	profitability developed and coordinated with MAIL and DAILs		
3.4	Contractor provides services for improving the livestock value chain in a minimum of 5 districts in Herat province.	Quarterly Reports	Within 120 calendar days of an award
3.5	2,000 farmers with a minimum increase in income of 10 percent in the respective value chains	Quarterly and Final Reports	Within 2.5 years of an award
3.6	4,000 farmers with a minimum increase in income of 20 percent, or percentage proposed, in the respective value chains	Quarterly and Final Reports	Within 5 years of an award
3.7	A minimum of 15 percent, or percentage proposed, of beneficiaries of program activities under this component will be women	Quarterly and Final Reports	Within 1 year of an award
3.8	Develop the capacity of at least 20 private and public sector veterinary service providers	Quarterly and Final Reports	Within 2 years of an award.
3.9	Develop the capacity of at least 40 private and public sector veterinary service providers	Quarterly and Final Reports	Within 5 years of an award.
3.10	Develop and implement a plan to increase the availability and quality of feed/fodder sustainably available for 4,000 livestock farmers	Quarterly and Final Reports	Within 5 years of an award.
3.11	Increase total sales within the value chain by at least \$2 million or amount proposed	Quarterly and Final Reports	Within 2.5 years of an award.
3.12	Increase total sales within the value chain by at least \$4 million or amount proposed	Quarterly and Final Reports	Within 5 years of an award.
3.13	Increase the management and technical capacity of a total of 15 small, medium, and large existing or start-up agribusinesses related to the selected livestock value chain to improve financial returns by 20 percent minimum or percentage proposed	Quarterly and Final Reports	Within 5 years of an award.

3.14	At least one local organization has managerial and technical capacity strengthened such that it has the capacity to pass a USAID pre-award assessment and receive a grant directly from USAID or another donors	Annual Report	Within 3 years of an award.
CLIN 4: Enabling Environment			
4.1	Provide monthly updates to RADP-Central Contractor	Quarterly and Final Reports	Within 5 years of an award.
4.2	Identify and analyze at least 12 obstacles during the life of the program to doing business in the region that might be addressed through adjustment of policies or regulations enacted at the national level. A minimum of 3 of these obstacles will be focused on women's access and participation.	Quarterly and Final Reports	Within 2.5 years of an award.
4.3	Identify and analyze at least 30 obstacles during the life of the program to doing business in the region that might be addressed through adjustment of policies or regulations enacted at the national level. A minimum of 8 of these obstacles will be focused on women's access and participation.	Quarterly and Final Reports	Within 5 years of an award.
4.4	Roll-out of at least eight new or improved policies, procedures, regulations or administrative procedures at the local level.	Quarterly and Final Reports	Within 5 years of an award.
4.5	At least two local organizations have managerial and technical capacity strengthened such that it has the capacity to pass a USAID pre-award assessment and receive a grant directly from USAID or another donors	Annual Report	Within 3 years of an award.
4.6	Support data management, analysis, and distribution to farmers, DAIL, and MAILs through (at a minimum) monthly market and production updates.	Quarterly and Final Reports	Within 5 years of an award.