

Contract No. AID-306-14-00011
Technical Assistance to Ministry of Public Works of Afghanistan

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 55		
2 CONTRACT NUMBER AID-306-C-14-00011	3 SOLICITATION NUMBER SOL-306-13-000088	4 TYPE OF SOLICITATION <input checked="" type="checkbox"/> NEGOTIATED <small>(RFP)</small>	5 DATE ISSUED November 27, 2013	6 REQUISITION/PURCHASE REQ-306-13-000187 & REQ-306-14-000181			
7 ISSUED BY Office Of Acquisition And Assistance (OAA) Usaid/Afghanistan, Kabul, Afghanistan APO AE 09806		8 ADDRESS OFFER TO (If other than Item 7)					
NOTE: In sealed bid Solicitation, "Offer" and "Offeror" mean "Bid" and "Bidder".							
SOLICITATION							
9. Sealed Offers in original and _____ copies for furnishing the supplies or service in the Schedule will be received at the place specified in item 8, or if hand carried, in the deposit located in PROPOSALS ARE DUE ELECTRONICALLY TO THE ADDRESS SHOWN IN SECTION L , until 06:00AM local time January 29, 2014. CAUTION-LATE Submission, Modification, and withdrawal See Section L, Paragraphs No.52-214-7 or 52-215.1 All Offers are subject to all terms and conditions contained in this section							
10. FOR INFORMATION CALL:		A. NAME Assets Abebe	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT 202 210-6288 4315		C. EMAIL ADDRESS asabebe@usda.gov		
11. TABLE OF CONTENTS See attached Table of Contents							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite to each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section L, Clause No.52-232-8)		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS (%)		
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated as follows)		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE		
15A. NAME AND ADDRESS OF OFFEROR AMEC Environment & Infrastructure, Inc 751 Arbor Way, Suite 180 Blue Bell, PA 19422-1960, United States		CODE CAGE DUNS# 033096125	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) Robert J. Feighery, Vice President		
15B. TELEPHONE NO. AREA CODE NUMBER EXT +1 610 828-8100		15C. CHECK IF R. DIFFERENCE ADDRESS IS DIFFERENCE FROM ABOVE-ENTER BUNCH ADDRESS IN SCHEDULE			17. SIGNATURE 		18. OFFER DATE 30 JUL 2014
AWARD (To be completed by Government)							
19. ACCEPTED AS TO TERMS NUMBER FD		20. AMOUNT \$ 21,366,322.00		21. ACCOUNTING AND APPROPRIATION: See section C 8			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(a) <input type="checkbox"/> 41 U.S.C 253(c) ()		23. SUBMITTED INVOICE TO ADDRESS SHOWN IN ITEM 21 (4 Copies unless otherwise Specified)					
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY Office of Financial Management USAID/Afghanistan, Kabul, Afghanistan		26. AWARD DATE 2 Aug 2014			
25. NAME OF CONTRACTING OFFICER (Type or Print) Kathlyn Bryant, Contracting Officer		27. UNITED STATES OF AMERICA					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

STANDARD FORM 33 (REV 9-97)

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The U.S. Agency for International Development Mission to Afghanistan (USAID/Afghanistan) seeks professional services from qualified contractor for the implementation of its Activity called "Technical Assistance Provided to the Ministry of Public Works" as specified in Section C-Statement of work.

B.2 CONTRACT TYPE AND CEILING

This is a Cost Plus Fixed Fee (CPFF) Completion type contract.

B.3 OBLIGATED AMOUNT AND COST

- (a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee is . The fixed fee is . The estimated cost plus fixed fee is: \$21,366,222.00.
- (b) Within the estimated cost plus fixed fee specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor is \$8,800,000.00. The Contractor will not exceed the aforesaid obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through July 19, 2015.
- (d) Cost shall be limited to reasonable, allocable, and allowable costs determined in accordance with Federal Acquisition Regulation (FAR) 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, OMB Circular A-21 (for universities), and OMB Circular A-122 (non-profits).

B.4 CONTRACT BUDGET

- (a) The budget for the contract is as follows:

Cost Item	Year 1	Year 2	Year 3	Total
Total Estimated Costs	\$ 8,711,240.04	\$ 7,254,972.04	\$ 5,400,010.12	\$ 21,366,222

- (b) The Contractor will not be paid any sum in excess of the ceiling price. Costs incurred in excess of the total amount obligated without prior Contracting Officer's approval shall not be reimbursed to the Contractor.

B.5 INDIRECT COSTS

FAR Subpart 52.216-7, Allowable Cost and Payment (Jun 2013), specifies that the indirect cost rates will be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed for both the prime contractor and any approved sub-contractor, if any, on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

B.6 MULTI-YEAR CONTRACT

This contract is considered non-severable, and is therefore a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106.

Cancellation Dates:

Contract Year 2: February 15, 2015
Contract Year 3: February 15, 2016

Cancellation Ceiling:

This is a CPFF 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". Therefore, 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.7 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND FINAL PERFORMANCE FOR INDIRECT COSTS

- (a) The Contractor is allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on Other Direct Costs (ODCs) if it is part of the Contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).
- (b) The Contractor shall make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.
- (c) For each of the Contractor's accounting periods during the term of this contract, reimbursement for indirect costs shall be at the final negotiated rates, but not in excess of the following ceiling rates:

<u>Description</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
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- (d) The government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.8 PAYMENT OF FIXED FEE

The Contractor's fixed fee is tied to the accomplishment of the deliverables outlined in Section F.7. Upon successful achievement of the deliverable, the Contractor shall provide evidence of the achievement to the Contracting Officer's Representative and the Contracting Officer. Upon acceptance by USAID and receipt of approval from the Contracting Officer, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable.

[END OF SECTION B]

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

Afghanistan's 42,000 kilometers of roads provide significant socio-economic benefits to the population and drive the country's GDP. Managing and maintaining this critical infrastructure is essential to the country's continued economic growth and integration into the regional economy. The Government of Islamic Republic of Afghanistan (GIROA) identified the road system as a strategic priority and has committed to developing the road infrastructure to exploit Afghanistan's mineral resources, increase trade flow, and enable labor mobility.¹ Additionally, GIROA has acknowledged the need to strengthen its institutions to operate and maintain current infrastructure effectively, ensuring the long-term sustainability of the road network.² The challenge for GIROA is to develop the institutional capabilities and generate the revenue necessary to construct, operate, and maintain a modern road network.

GIROA, through the Afghanistan National Development Strategy (ANDS) and the Economic and Infrastructure Development cluster strategy, advocates for the creation of a Road Authority that would be responsible for road construction and road operation and maintenance, while the Ministry of Public Works (MoPW) would shift its focus to policy, planning, and regulatory oversight. The Minister of Public Works recently received legal authority from the President of Afghanistan and the Cabinet to establish a Road Authority (RA) and Road Fund (RF). Furthermore, the Minister and his staff have confirmed their intent to establish these entities, and have requested USAID's support in implementing this approach.

There are numerous, successful examples of the Road Fund/ Road Authority approach delivering sustainable road maintenance services to countries around the world. Likewise, there is a well-documented history of failures for supporting the approach of using a time and material or Force Account system to implement Road Operation & Maintenance (O&M) and shoring up of struggling Ministries of Public Works to implement these systems directly.

Since 2002, USAID has invested more than \$2 billion³ to develop Afghanistan's road network. The current USAID Mission strategy responds to the critical need to sustain the road network; it calls for the phase-out of investments in hard infrastructure as USAID transitions towards a focus on capacity development and sustainability in our partnership with GIROA. Programming will focus on technical assistance to reinforce institutional reform efforts, bolster capacity for operations and maintenance (O&M), and improve transportation infrastructure management.

The Road Sector Sustainability project combines 4 key activities designed to assist the MoPW in its transition to self-reliance. Under the Road Sector Sustainability project, USAID's assistance will include a combination of technical assistance through contractors and funding through a multi-donor trust fund to support technical assistance to key ministries, and to develop priority institutions, such as a Road Authority, Road Fund, and Transportation Institute (TI). The activities will address short-, medium-, and long-term needs of the road sector through on- and off-budget activities, to include: the Emergency Operations and Maintenance activity; the Technical Assistance for the MoPW; the MoPW Capacity Building activity; and the Road

¹ Afghanistan National Priority Program, Infrastructure Development Cluster, National and Regional Resource Corridors Program, June 2011, p1.

² Ibid.

³ Total funds allocated to road sector activities since 2002 \$2.213 billion, with \$1.322 for construction from September 2002 to August 2008. See Annex E.

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Operations and Maintenance activity.

This Statement of Work (SOW) is for Activity 2 of the Road Sector Sustainability Project - Technical Assistance for the Ministry of Public Works.

Other Donor Activities in The Road Sector: Other international donors play a significant role in the road sector. The USAID project design team structured the Road Sector Sustainability project to minimize overlap and maximize coordination. Asian Development Bank (ADB) is a key donor in the transport sector. It has provided \$1.7 billion to construct or upgrade over 1,500 kilometers (km) of regional and national roads as of December 2012. Major initiatives include the \$805 million multi-tranche financing facility for the Transport Network Development Investment Program, approved in 2011, to construct and upgrade over 570 km of regional and national roads, and support capacity building in the transport sector master plan.

The World Bank is implementing the \$80 million National Emergency Rural Access Project which aims to provide year-round access to basic services and facilities in the rural areas of Afghanistan covered by the project. This will be achieved through rehabilitation and maintenance of rural access infrastructure by contracting with the private sector and, to a lesser extent, with the communities. The project began on December 13, 2007 and is expected to conclude on December 31, 2013.

The United Kingdom's Department for International Development (DFID) has upgraded 105 kilometers of provincial roads in Helmand province and contributed to the rehabilitation of more than 2,295 kilometers of rural roads through 2012. DFID is funding the Keep Afghans Connected capacity building project through UNOPS which will assist the MoPW to increase its O&M capabilities by targeting investment in the O&M management system and the broader organizational and institutional architecture that influences this O&M system. This 36 month project contains three major components: technical assistance; training and development; and a partnership with an international engineering research organization. The Keep Afghans Connected project will take a hub-and-spoke approach; UNOPS will work with the MoPW at the central level to develop core competencies, and simultaneously work with the Helmand and Mazar Directorates of Public Works to develop local capacity and create linkages between the provinces and Kabul. Both the Road Sector Sustainability project and the Keep Afghans Connected project have the same end goal and will be employing similar methodologies for achieving these goals. USAID and DFID have closely coordinated to de-conflict the two projects.

The Japanese International Cooperation Agency (JICA) has been a major contributor to reconstruction efforts in Afghanistan, having funded more than \$1.8 billion since 2002. JICA also is a major contributor to the AITF fund and has rehabilitated roads across Afghanistan and is working with Kabul municipal officials on road maintenance and repair. JICA has assisted the Ministry by producing Operations and Maintenance Manuals, most recently revised in 2011. Finally, JICA has pledged \$30 million in aid for roads' maintenance in Afghanistan to buy 106 vehicles and machines, including loaders, graders, dump trucks, excavators and snow-clearing equipment which will be used for road maintenance in 60 areas, including the Salang Pass.

C.2 OBJECTIVE

The objective of this activity is to provide technical assistance to the MoPW to improve the management, financing, and efficiency of the road sector.

C.3 SCOPE OF WORK

The MoPW currently operates with a Force Account system through which the Ministry has full responsibility for planning and executing road maintenance using GIROA resources (finances, equipment, materials and labor). Currently, the MoPW does not have adequate resources, or the technical or managerial capacity to maintain and manage the road network. To improve the effectiveness and accountability of the MoPW, and to align responsibilities for policy and O&M with global best practices, the establishment of a Road Authority, Road Fund, and Transportation Institute have been authorized by the President and Cabinet, transferring the road operation and maintenance functions from MoPW to a commercialized system executed by private sector contractors, supported by a dedicated revenue stream. The Road Authority, Road Fund, and Transportation Institute will consider the active participation and promotion of women in various positions throughout the institute on a competitive basis.

The Technical Assistance for the MoPW Project, through the Contractor, shall enable GIROA to establish three new, modern institutions with the capacity to sustainably manage the road network in Afghanistan.

The three institutions are:

- An autonomous Road Authority to manage road maintenance and development;
- An autonomous Road Fund to provide sustainable financing; and
- A Transportation Institute to train and build capacity of Afghan professionals to plan, analyze and manage the road sector.

Road Authority-The precise role and organizational structure of the Road Authority will be determined in cooperation with the MoPW and GIROA. The RA's role and organizational structure may evolve over time, but USAID envisions a non-profit, independent, gender-sensitive institution responsible for operating, and maintaining Afghanistan's national road network to a safe and efficient level of service. Responsibility for setting policy and establishing road and safety standards will remain with the MoPW. The Road Authority budget will be provided by an independent Road Fund with dedicated revenues generated from road users. The Road Authority is responsible for implementation of road maintenance works. The Road Authority prepares an annual performance based work program and budget and commits to keeping the road network at a standard that is jointly agreed by the Road Fund and Road Authority. The Contractor shall provide technical assistance to design and establish a Road Authority for Afghanistan's road network. This will shift the construction of roads and road O&M from the public sector effort to a self-supporting commercialized system.

Road Fund- The proposed Road Fund is a separate institution from the Road Authority with separate functions and separate governance structures; such institutions are typically governed by a board of directors. Generally, a Ministry of Finance or Revenue Authority has the responsibility for collecting fuel levies, tolls, overloading fees, and other Road Fund revenues. A Road Fund board of directors usually has broad representation from government, private sector (transporters associations/contractors), and civil society (engineering society/universities for both men and women). It recommends to Ministers and Parliament the revenue methods and rates and monitors the performance of the Road Authority.

The Road Fund disburses funds to the Road Authority based on the approved work program. The Road Fund is responsible for carrying out annual financial and technical audits (ideally these are external, independent audits) to determine to what extent the Road Authority met its targets. The RF establishment legislation will set the distribution proportions for the various classes of roads – for example, 70% to national roads, 20% to provincial roads, 10% to Urban Roads – but, it will be the Road Fund's responsibility to recommend changes to the allocation percentages based on

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the condition and changing nature of the network.

The Road Fund should be established at the same time as the Road Authority, ideally under the same legislation. However, the establishment of a Road Fund is independent of the Road Authority and can proceed on a separate path.

Transportation Institute - Afghanistan lacks core road management policies and processes, including: uniform construction standards, systematic quality control and assurance programs, staff training for technology adoption, and research into economically sound transportation best practices. To address these critical shortfalls, an independent institute will be established to improve these core functions by providing the MoPW with high quality data, analyses, and policy dialogue guidance on construction standards, quality assurance/quality control (QA/QC), and standardization in order to improve the highway environment for a safe, sustainable transport system. In September 2013, with the assistance of the US Department of Transportation, a Transportation Institute Knowledge Center (TIKC) was established within the MoPW. The center is intended to provide MoPW staff with access to self-paced, online instruction, as well as access to hardcopy instruction manuals and guides on innovative road construction, maintenance, and management practices. This center is intended to be the first part of a much greater Afghan National Transportation Knowledge Center which will assist with capacity development across various transportation modes. The TIKC will serve the MoPW as a repository for training materials and information resources developed by the U.S. Federal Highway Administration's (FHWA) National Highway Institute, the training and education arm of the FHWA and the leading professional development organization for highway professionals. FHWA has donated the instructor and student manuals for 155 transportation engineering courses to the TIKC. The Transportation Institute is a high priority initiative of the MoPW, but it will be important to evaluate how the TIKC can serve as a resource for, or the beginnings of the Transportation Institute.

The Contractor shall provide Technical Assistance to design a Transportation Institute, which will improve the ability of MoPW to: 1) identify and apply appropriate road design and construction standards; 2) develop effective quality control and assurance standards; 3) conduct continuous training programs to adopt new technologies; and 4) perform important research into the economical application of transportation management best practices. The Transportation Institute will consider the inclusion and promotion of women in various positions throughout the institute on a competitive basis. The Transportation Institute will complement the functions of the National Construction Labs, which are supported by Ohio University through a MOU that covers development, staffing and equipping. The Contractor shall coordinate with the MoPW to determine the most effective method of coordination between the two centers. It is envisioned by USAID that the National Construction Labs will perform testing and certification of private labs conducting material testing and oversight of testing standards. The Transportation Institute will provide the research and analysis necessary to set the standards that the Labs will test for. USAID supports the National Construction Labs in its role of certifier of commercialized testing labs, but does not support the replacement of private testing labs by the National Construction Labs.

The establishment of the RA, RF and TI shall be performed in two phases. Phase one is covered under this contract. Following principals of change management, the Contractor shall support the Ministry throughout the process of organizational re-structuring. The Contractor, in coordination with MoPW, shall perform an in-depth analysis of successfully established Road Authorities and Road Funds in countries with similar socio-economic characteristics. In addition, the Contractor shall carry out an in-depth analysis of GIRoA/MoPW's existing road management and financing

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mechanisms, sources of revenue, size of road network, and maintenance costs. This analysis shall draw upon results of prior USAID funded works, which will be provided to the Contractor. During this process, the Contractor together with MoPW, shall request input from other public-sector and private-sector (road users) stakeholders. The private-sector presence and suggestions are critical to formulating an efficient and participatory user generated funding mechanism. The Contractor shall then present a menu of options and recommendations for the institutional structure of the Road Authority, Road Fund, and Transportation Institute to GIRoA and MoPW officials, who will, in turn, decide which institutional model is most suitable for the Afghan situation. The Contractor, in cooperation with MoPW, then shall develop a master transition plan to include draft rules and regulations appropriate for the establishment of a Road Authority, Road Fund, and Transportation Institute.

Technical assistance support in Phase One will help the MoPW establish the Road Authority, Road Fund and Transportation Institute, and transform public-sector road activities into commercialized functions. Phase One is expected to last three years.

C.4 PROJECT ACTIVITIES

Component 1: Perform and provide an initial organizational assessment of the functions and organizational structure of the Ministry of Public Works.

Tasks:

UNOPS, through the Keep Afghans Connected project, recently charted the organizational structure of the Ministry of Public works. The Contractor shall build upon this assessment to develop a detailed map of the organizational structure and make-up of the Ministry of Public Works. This assessment must, at a minimum, include details on lines of authority, operating unit functions, ministerial road management functions, financing mechanisms and plans, and sources of revenue.

Component 2: Prepare and provide Short Term Plan to address interim funding of road maintenance

Tasks:

- The current GIRoA budget for road maintenance is inadequate to operate and maintain the nation's roads. To address this challenge, the Contractor, in coordination with the MoPW budgeting staff, must prepare a Short Term Plan (STP), which must include a priority list of roads that need urgent repairs that will be implemented during the next five year period. The Contractor, with the MoPW budgeting staff, shall prepare an adequate maintenance budget and identify potential funding sources, to include vehicle registration and licensing fees, fuel taxes, customs duties, road tolls, and donor funding, to meet the maintenance funding needs in the STP. The STP must draw on the analysis from the organizational assessment to develop an accurate financial plan. The development of this plan must consider funding opportunities through other Road Sector Sustainability project activities, which intends to provide funding for operations, maintenance, and, capacity building. The STP must identify projected revenue shortfalls and present a plan for supplemental funding to be solicited from donors.
- The Contractor, in coordination with the MoPW budgeting staff, must evaluate and provide recommendations for alternative sources of revenue in order to ensure that the financing of road maintenance is available in a sustainable way.
- The Contractor, in coordination with the MoPW budgeting staff, must draw upon the STP to identify long term road network operation and maintenance options, including a road

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condition, and create a projected annual maintenance budget that prioritizes maintenance needs categorized by a) Routine Maintenance b) Periodic Maintenance and c) Emergency Maintenance.

- The Contractor, in coordination with the MoPW budgeting staff, must define a five-year gradual transfer process; beginning in the first year with O&M funded by donors' contributions, and ending in the fifth year with road user fees fully funding road maintenance.

Component 3: Designs of Road Authority and Road Fund

Tasks:

- The Contractor, in coordination with the MoPW, shall conduct a study of Road Authority and Road Fund structures, based upon international best practices, and determine the most appropriate gender sensitive institutional structure for managing Afghanistan's road network. The study shall recommend an appropriate institution structure that provides for the management of regional, national, provincial, rural and urban roads that benefit both men and women of all ages. The study must take the following into consideration:
 - The socio-economic conditions of Afghanistan
 - The respective roles of public sector ministries, noting any duplication of work among public sector entities,
 - Community engagement through participatory approaches and solicit priorities and "solutions" from authorities at the National, Regional, Provincial, rural and urban administrative levels.
 - Draw on the STP to develop accurate revenue and cost projections for future years, to include an operations and maintenance budget.
- This study will be a cooperative effort between the Contractor and the MoPW. The study shall include input from other public-sector and private-sector (road users) stakeholders. The private-sector presence and suggestions are critical to formulating an efficient and participatory user generated funding mechanism. The study may combine findings for the structure of a Road Authority and Road Fund, or may be conducted in two inter-related studies. Up to two study tours with Ministry Officials to countries with an established Road Authority and Road Fund are encouraged. The final study report must be presented to USAID and MoPW's technical staff for review and approval.
- Based upon the Road Authority study, the Contractor, in coordination with the MoPW, shall develop options for the structural organization of the Road Authority. The proposed options must determine the extent of the road network to be managed by the Road Authority; describe the Road Authority's core functions; recommend the composition of the board of directors, which shall include women and people with disabilities; define board duties and limits of authority; provide an organizational chart with a senior management structure; describe in detail the relationship between Road Authority management and the MoPW, including the Road Authority's relationship with the MoPW, Minister and other government entities; and specify the Road Authority's financial accountability mechanisms.
- Based upon findings of the Road Fund study, the Contractor, in coordination with the MoPW and MOF, shall develop an organizational management structure and plan for the Road Fund. The overall organizational management plan for the Road Fund must include the following: provide practical solutions to road financing, determine an appropriate financing mechanism to adequately fund road maintenance, and develop a revenue collection system to ensure sufficient funds for rehabilitation, and improvements. The study will:
 - Determine how to establish a dedicated Road Fund based on road user charges
 - Identify road user charges

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- Provide details on setting road user charges
- Determine fund allocation structures
- Specify necessary accountability mechanisms
- Propose a public education program to help road users understand and accept road user charges
- The initial vision of the structure of the Road Authority/Road Fund envisions that specific functions of the MoPW will be hewn off to form the basis for the Road Authority and Road Fund. The Contractor shall prepare a detailed transition plan to successfully accomplish the re-structuring. Once a final recommended structure is decided upon by GIROA, the Contractor shall assist the Ministry in developing a detailed transition plan, outlining the structural, organizational, management, and financial re-organization of the MoPW.
- Based upon the transition plan, the Contractor shall develop and implement, in coordination with other USAID capacity building activities, a capacity building and training transition plan. The aim of the transition training plan is to ensure that the basic skills of the offices and individuals, including women, which will be subsumed by the Road Authority or Road Fund are sufficiently developed, and to ensure that the Ministry retains quality staff. A list of the job descriptions that will need to be developed will be submitted through the Capacity Building Steering Committee (established under RSSP Activity 3) and the Committee will decide whether the needed trainings are conducted by this Project, by Activity 3, or by another donor. The skills trainings will most likely be targeted towards contracting, O&M planning, and O&M oversight.
- The draft recommendations for the Road Authority and Road Fund studies will be finalized with the MoPW for submission to the President or Parliament of Afghanistan for final approval. The approval process is expected to take from six months to one year. The Contractor shall prepare a detailed description of the required tasks for implementation in Phase II, and ensure that the plan details all needed training for Phase II.

Component 4: Design of the Transportation Institute

Tasks:

- The Contractor shall conduct a study of international best practices and the country's current systems to identify an appropriate structure for the Transportation Institute. In concert with study tours for the Road Authority and Road Fund section of this activity, the Contractor is encouraged to conduct up to two study tours with Ministry Officials to countries where Transportation Institutes are established. The detailed study must assess the political environment, confirm the respective roles of public sector ministries, note any duplication of work among public sector entities (specifically the National Construction labs and the Transportation Institute Knowledge Center), identify the core problems that affect the quality of construction, and other relevant operational and management functions.
- In consultation with the MoPW, the Contractor shall design the organizational and management structure for the Transportation Institute, which shall include the following elements which the Transportation Institute will cover:
 - Specifications and Codes:
 - The intent of this function is to develop standards, or guidelines for the preparation of infrastructure plans and specifications.
 - Construction Manual:
 - Construction standards are developed by ANSA, but the Institute will establish uniform policies and procedures for contract administration and inspection of construction projects, describe the process for interpretation and clarification of

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- specifications, and serve as guidelines relating to project management, inspection and oversight of construction projects.
- **Quality Control/Quality Assurance Manual (QC/QA):**
 - The Institute will develop Quality Assurance and Quality Control standards based on international best practices. Additionally, the Contractor will define the relationship between QC and QA, link these processes to the codes and standards, and establish a transparent process for measuring performance.
 - **Research:**
 - The Institute will conduct research to identify and address significant transportation related topics. The role of the research section would be to conduct, sponsor, sustain and guide research in highway projects; develop long-term, innovative technologies that address issues of national significance; identification and classification of local materials; and ensure that substantial research findings are put into practice nationally.
 - **Product Evaluation and Standardization:**
 - The primary objective of Product Evaluation and Standardization will be to ensure impartial and consistent evaluation of products for use in the construction, maintenance, and operation of road projects. The Transportation Institute will be responsible for the administration of the New Product Evaluation process, including developing new product evaluation guidelines, maintaining an approved-product database, and posting pre-qualified products lists to be use on road construction.
 - **Training:**
 - The Transportation Institute Knowledge Center, which was inaugurated in September 2013, will provide MoPW staff with access to self-paced, online instruction, as well as access to hardcopy instruction manuals and guides on innovative road construction, maintenance, and management practices. The Contractor shall evaluate the Transportation Institute Knowledge Center and determine whether the center has sufficient training capacities or if the center needs to be augmented. The Transportation Institute does not necessarily need to provide in-house training. The Contractor shall develop a framework for a comprehensive, ongoing and consistent employee training program for activities within the purview of the Institute. The training program is essential to keep the staff project management skills up to date; to help staff learn new concepts that will improve their productivity; and to ensure that staff use current best practices. The Institute may become a venue for training newly-hired employees, and providing continuing education for existing employees.
 - The Contractor shall develop a detailed budget estimate for operations of the Transportation Institute, including start-up costs and real estate requirements.
 - The Contractor shall work with the MoPW to finalize the draft recommendations of the organizational management plan for the Transportation Institute for submission to the President or Parliament of Afghanistan, for final approval.
 - **Sustainability Plan**
 - The Contractor shall develop a detailed budget of operational costs of the Transportation Institute and identify sources of financing to sustain the institute.

Following the submission of the organizational management and transition plans for the Road Authority, Road Fund, and Transportation Institute by the MoPW to the President or Parliament of Afghanistan, an evaluation of project objectives and goals will be conducted by USAID. At this stage, the project may be moved on-budget through the Afghanistan Infrastructure Trust Fund

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(AITF) or through direct assistance to the Ministry of Public works, or contracted as an off budget project.

C.5 COORDINATION

There is considerable activity among the donors in the road sector. Therefore significant cooperation and coordination between donors is necessary.

MoPW: The Contractor must coordinate extensively with the MoPW, who will need to take the lead in providing the legal authority, political support, and human capital to develop the Road Authority, Road Fund, and Transportation Institute. The National Construction Labs, the Transportation Institute Knowledge Center, and the Transportation Institute will perform complementary roles for the MoPW. The Transportation Institute will provide the MoPW with high-quality data; analyses; trainings on construction standards, quality assurance /quality control (QA/QC); and standardization necessary for a safe, sustainable transport system. USAID will support the Contractor in securing firm ministry buy-in through legally binding Implementation Letters. The Ministry will need to commit to securing funding from the Ministry of Finance for the start-up and operations of the Road Authority, Road Fund, and Transportation Institute. The Ministry will provide office space at the MoPW for project staff. Furthermore, the Ministry will need to commit staff resources and political support for the passage of critical legislation and policy.

USAID: The Road Sector Sustainability project has separate activities that were designed to improve the probability of achieving project goals as a result of extensive due-diligence and lessons learned. These activities, which include capacity building within the MoPW and O&M activities, will however, require extensive coordination, which will be led by USAID. Coordination between the activity which will be developing the institutional and administrative capacities of the MoPW, and the activities outlined in this SOW will be paramount. If changes occur during implementation, which is likely, the Contractor and USAID must modify the Annual Work Program and possibly the budget accordingly.

C.6 RELATIONSHIP AND RESPONSIBILITIES WITH MOPW

USAID will have an Implementation Letter signed between the MoPW and USAID which will outline Ministry support and partnership.

Contractor's Responsibility to Engage with MoPW:

Worldwide experience shows that of the many challenges that confront the establishment of road authorities, the most important is to build political will within the responsible ministry. The Contractor shall communicate the program benefits and elicit the Ministry's acceptance. A portion of the Contractor's performance will be measured upon successfully engaging MoPW in the following activities:

- Engage MoPW to take the ownership of for the establishment of RA, RF and TI
- Obtain MoPW's full support
- Ensure that the MoPW plays a critical and active role in all program activities.

Contractor's responsibility with USAID/COR:

USAID's Contracting Officers' Representative (COR) will monitor and evaluate the Contractor's progress of each activity described in the contract to ensure that the Contractor is implementing

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the project in accordance with contract terms and conditions. The COR will monitor that leadership within the MoPW is providing a consistent and appropriate level of staffing and support to the Contractor's technical teams, when considering the Contractor's progress towards activity deliverables, and provide recommendation to the Contracting Officer for continuation to the next phase of activity. In advance of all correspondence with GIRoA, the Contractor shall coordinate with the COR and notify the COR of all discussions, meetings, and conferences held with GIRoA officials.

C.7 RESULTS AND PERFORMANCE INDICATORS

Performance Monitoring Plan (PMP):

Within 90 days of contract award, the Contractor shall present a project-specific Performance Monitoring Plan with indicators specific to achieving measurable program results to the USAID COR for approval. The PMP, at a minimum, must include the following information:

- Full set of performance indicators to measure progress for the project.
- Description of the data quality assessment (DQA) procedure.
- An evaluation plan
- Critical assumptions
- Results of the project and alignment with the Mission's Results Framework
- A schedule of performance monitoring tasks and responsibilities including collecting and analyzing data and updating and revising the PMP
- Data quality details
- Sources of information
- Performance Indicator Reference Sheets for all performance and context indicators. This includes a lot of information such as the definition of the indicator, its link to the project Log Frame, the unit of measure, if data should be disaggregated, data source, method of data collection, reporting frequency, known data quality limitations, date of last DQA (if applicable), responsible person for collection of the information.

Performance for the establishment of the Road Authority, Road Fund, and Transportation Institute will be measured by USAID against specific indicators and deliverables. In the instance of the plan and roadmap for the establishment of the Road Authority, Road Fund, and Transportation Institute, the development of this plan outlining implementation options for GIRoA will be a deliverable. For later stages of the project, assuming Parliamentary approval of the required legislation to establish the Road Authority, Road Fund, and Transportation Institute, person-days of training delivered to MoPW staff on legal and regulatory reforms will be closely monitored. Certain aspects of this project will be out of the control of the Contractor, such as the passage and implementation of laws, regulations, and policies governing the establishment of the Road Authority, Road Fund, and Transportation Institute. These broader contextual issues will be considered throughout project monitoring.

Illustrative Performance Indicators:

- Roadmap for the establishment of the Road Authority, Road Fund, and Transportation Institute developed and accepted by MoPW.
- Identification of new revenue streams to capitalize the Road Fund.
- Final Transition and Training Plan for Road Authority and Road Fund developed and accepted by MoPW.

These performance indicators are illustrative and the selected contractor shall coordinate with the

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Contracting Officer's Representative (COR) to develop the final performance indicators to be used.

Potential Performance Evaluation Questions:

- What technical assistance was most effective in facilitating the establishment of the roadmap?
- Has the MoPW adequately assumed its role as the chief policy, planning, and regulatory oversight body regarding the operations and maintenance of public infrastructure (assuming the establishment of the Road Authority, Road Fund, and Transportation Institute)?

In coordination with COR, the Contractor shall develop other project-specific indicators and targets, and establish performance and impact monitoring of each activity, including associated costs, and will be required to report on progress against these indicators on a monthly and quarterly basis.

C.8 STAFFING AND KEY PERSONNEL

The Contractor is encouraged to use qualified local expertise to the maximum extent possible. Prior to replacing the key personnel, the Contractor shall notify both the Contracting Officer and USAID Contracting Officer's Representative (COR) thirty days in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

Long Term Specialists (Key Personnel)

Chief of Party: The Chief of Party (COP) shall have the authority and responsibility to administer and manage the activity under the Contract. The COP shall serve as the primary point of contact between USAID and the Contractor and shall have the ability to speak for and bind the Contractor. These responsibilities may include, but are not limited to the following: (1) technical leadership for and supervision of all staff including consultants, (2) quality control and timeliness of all deliverables, (3) preparation or supervision of work plans, financial, logistical and other documents, (4) review of all financial and logistical information on a periodic basis, (5) recommendation and evaluation of proposed staff, (6) serving as primary point of contact for the contractor to the USAID CO and COR; (7) serving as principal liaison with USAID staff, institutions, and client country partners to exchange information and develop professional relationships, and (8) making verbal or written presentations as requested by the COR to varied audiences.

The COP shall have the below minimum qualifications:

- A Bachelor's degree with a technical background in management consulting or change management.
- At least 15 years' experience in program/project management, including experience with overseas contracts of similar size and scope.
- Experience in working with government officials and a broad range of stakeholders involving public works.
- Excellent teamwork and teambuilding skills, and
- Excellent written and oral communication skills.

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Activity Manager(s) Deputy Chief of Party (up to 3 positions): The Activity Manager(s) (AMs) report to the COP and shall be responsible for overall program planning, management and policy dialog required for the establishment of RA, RF, and/or TI. The Contractor may have one or multiple Activity Manager(s) and DCOP(s) so as to best perform and manage the Contract results.

The AM(s) shall have the below minimum qualifications:

- At least 15 years of increasingly responsible experience in Transport Sector development worldwide.
- S/he must be a senior program manager and bring in a wealth of program and project experience with a wide range of technical knowledge.
- S/he should have experience in Change Management and/or Organizational Restructuring.
- S/he should have experience in Transport sector institutional reform, and have worked in other countries for the establishment of Road Authority, Road Fund, and/or Transportation Institute, and road maintenance management and road financing.
- S/he must demonstrate a thorough understanding of relevant issues, such as:
 - Transport and road planning, design, construction, and maintenance
 - Transportation safety
 - Quality Assurance and Quality Control (QA/QC)
 - Managing institutional and contractor's capacity building subprograms
 - Developing transport policy, organizational development, human resource management, and procurement of materials
 - Logistic support and managing projects in post-conflict areas

Change Management Expert: This full time advisor shall play a key role in managing the organizational changes which will take place at the MoPW. This advisor shall provide substantial guidance on the strategy process and manage the organization's transformation so that it occurs in the least disruptive manner.

The Change Management Expert must have the below minimum qualifications:

- Extensive experience in organizational design and restructuring; change management; program management; stakeholder engagement; and business strategy and improvement.
- A Master's Degree and at least 10 years of experience in change management are required.

Other Long Term Personnel: In addition to the key personnel, the technical teams may include, but are not limited to, transport economist, road planner, road maintenance engineer, lawyer, reform and capacity building specialist, research and standardization specialist other technical specialist positions, administrative and support staff.

Liaison Office: The Contractor shall provide Liaison officers for effective communication between MoPW, Contractor and stakeholders. Liaison officers should have experience in civil-engineering and/or construction, and their technical, managerial, and supervisory experience and must be commensurate with the position. The Liaison Officers must be fluent in Dari, and Afghan expats with engineering, communication, and/or capacity building experience are highly preferred.

Short Term Specialists: In addition to the identified long term consultants, short term specialists that may be necessary to provide technical assistance to implement the program will be hired. These consultants should have, but not limited to, the following expertise: organizational

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management expert, change management expert, transport economist, road planner, road maintenance engineer, reform and capacity building specialist, research and standardization specialist, other technical specialist positions. The Contractor, in collaboration with the COR, shall determine and approve the qualifications of the specialists according to the implementation requirements.

C.9 GEOGRAPHICAL LOCATION

The Contractor shall maintain residences and office space in Kabul, Afghanistan which will need to be furnished with living and office equipment. The Contractor shall be responsible for utilities and internet at the home office/residential location. Select Contractor staff will work at the MoPW and have offices at the MoPW located in Kabul, Afghanistan. Additional furnishings, IT, and technical equipment may need to be provided by the Contractor for its staff. Contractor staff shall work directly with the assigned MoPW technical team. Conference and meeting space will be provided by the MoPW or may be rented as necessary. Security and life support shall be provided by the Contractor for their staff and will be separate from the MoPW. It is not anticipated that the Contractor will need to travel to field locations, however travel and transportation will be necessary within Kabul and the Contractor shall be responsible for vehicle lease/purchase.

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

D.2 BRANDING AND MARKING POLICY

The Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (Version 05/05/2009) at www.usaid.gov/policy/ads/300/320.pdf ; and USAID “Graphic Standards Manual” available at, <http://www.usaid.gov/branding/gsm> or any successor branding policy.

In accordance with ADS 320 “Branding and Marking,” this contract incorporates USAID’s policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID identity. The Branding Strategy for this contract is included in Section D.3 below.

The contractor shall develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the program deliverables will be branded.

D.3 BRANDING STRATEGY

Program Name: Technical Assistance Services Provided to the Ministry of Public Works

BRANDING STRATEGY

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

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

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Other organizations to be acknowledged: When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, and all successor branding policies (if any).

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "Clauses Incorporated by Reference" in Section E of this contract. The full text of a clause may be accessed electronically at these FAR addresses: <http://www.acquisition.gov/far/> or <http://acquisition.gov/far/index.html>.

NUMBER	TITLE	DATE
FAR 52.246-5 1984	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of all services, reports and other required deliverables or outputs under this proposed contract shall take place at USAID/Afghanistan, Kabul, or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. USAID inspection and acceptance of services, reports and other required deliverables or outputs shall be subject to the performance standards set forth Under E.3 below.

Inspection of all deliverables required hereunder shall be made by the Contracting Officer's Representative (COR), designated in Section G, who has delegated authority to inspect and accept all services, reports and other required deliverables, except those deliverables tied to payment of fixed fee in accordance with Section B.8. Acceptance of services, reports and other deliverables by the COR shall form the basis for payments to the Contractor.

E.3 PERFORMANCE STANDARDS

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the contract, adherence to the work plan, reporting against its performance monitoring plan and reports described in section F.

Evaluation of the Contractor's overall performance will be conducted annually and jointly by the COR and the Contracting Officer, and will form the basis of the Contractor's permanent performance record with regard to this contract as required by FAR 42.15 and AIDAR 742.15.

[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 F of this contract. The full text of a clause may be accessed electronically at these FAR address: <http://www.acquisition.gov/far/> or <http://acquisition.gov/far/index.html>.

NUMBER	TITLE	DATE
52.242-15 1989	STOP-WORK ORDER	AUG

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is three (3) years (August 03, 2014–August 02, 2017).

F.3 PLACE OF PERFORMANCE

The place of performance for this contract is Islamic Republic of Afghanistan.

F.4 AUTHORIZED WORK DAY / WEEK

A five-day work week is authorized. No overtime or premium pay is authorized under this Contract. A six day work week may be authorized only on a case-by-case basis with prior approval from the Contracting Officer.

F.5 STANDARDS

All of the work performed under this contract shall be:

- 1) In full compliance with all USAID policies and Automated Directive System (ADS) that are current at the time of issuance of the contract.
- 2) Written in proper American English and in plain language (see <http://www.plainlanguage.gov/>), unless required to be shared with the Government of the Islamic Republic of Afghanistan in accordance with Section F.7. Language in all contract products shall be such that non-technical readers can comprehend the information presented, and brief but sufficient background shall be included to allow someone working on similar projects in other countries to benefit from reading the product.
- 3) Of high quality and following best practices for the specific type of project undertaken.

For all meetings held by the contractor with USAID or their partners, the following shall apply unless waived in writing by the COR:

- 1) Any materials to be used for the meeting shall be provided to the COR or designate no less than three days prior to the meeting. This shall include an agenda for the meeting that provides

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opening comments on why the meeting has been convened, and what is hoped to be gained from the people's time invested;

- 2) Any materials to be discussed in a meeting shall be distributed to all participants (directly by the contractor) at least 48 hours prior to the meeting time;
- 3) Sufficient copies of any materials to be discussed will be brought to the meeting by the contractor for all meeting participants; and
- 4) The contractor shall provide a summary of decisions, actions, and follow-up requirements to the COR and directly to all meeting participants within 24 hours of the meeting's end.
- 5) All printed materials shall comply with USAID and USG branding requirements

F. 6 REPORTING REQUIREMENTS

All reports are due according to the schedule in Section F.7. The cover page of all report/deliverables required in Section F shall include the USAID logo or the Agency name prominently displayed, the contract number and title, contractor's name, the name of the USAID COR and CO, the publication or issuance date of the document, document title, author name (s). The contractor shall submit 3 hard copies and 1 electronic version of each report.

F.6.1 Mobilization Plan

No later than 10 days after contract award, the Contractor shall submit a Mobilization plan to the USAID COR for approval which includes mobilization and demobilization. Mobilization includes but is not limited to the arrival to the site of all-key contractor personnel, subcontractors, occupation of project offices, and submission of upcoming contract deliverables. Demobilization will indicate when key personnel are anticipated leaving the project.

F.6.2 Monthly Progress Reports

Monthly Progress Reports shall be submitted to the COR not later than 7th day following the end of the month. Reports shall be presented in accordance with the Performance Monitoring Plan (PMP) and will present activities, progress, and challenges against the PMP. The report shall, at a minimum, include the following:

- Executive summary of current activities.
- Presentation of progress accomplished versus progress schedule.
- Presentation of major problem areas with recommendations for resolving these problems and corresponding schedules for their resolution.
- Problems requiring USAID intervention should be highlighted.

When appropriate, a discussion is to be included for any significant, potential or actual, slippage in schedule and the steps being taken to avoid or make recovery. Subject reports shall be supported, as required, by tables, charts, financial information, selected photographs, or other information that will contribute to a concise, yet comprehensive report.

F.6.3 Monthly Financial Summary

The Contractor shall prepare and submit in a format acceptable to the COR the monthly financial summary to include:

- Total estimated cost of the award

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- Total amount obligated
- Total amount invoiced for
- Total amount expended but not yet invoiced for
- Remaining unexpended funds
- Any changes to planned budgets

The financial summary shall be due at the same time as the monthly progress reports.

F.6.4 Annual Report

The Annual Report shall reflect the structure of the annual work plan. Annual is defined according to the U.S. Government's fiscal year: October 1st to September 30th. The report must:

1. Describe overall performance against targets during the fiscal year, and why targets were not achieved or why they were exceeded. Discuss problems and challenges and how they may affect out-year planning.
2. Provide illustrative activities to demonstrate whether goals are being achieved, in the context of the overall goals of the project.
3. Identify prospects for achieving longer term impact where applicable.
4. Discuss critical gender and women empowerment activities and/or dynamics over the year. What gender factors were critical to achievement of results in the year? How were these gender factors addressed? What accomplishments were achieved during the year?
5. Discuss status of environmental compliance and actions to be taken in the subsequent year to assure compliance.
6. Discuss partnerships established and collaborative efforts with stakeholders including civil society, private sector, GIRoA and other development partners.
7. Discuss sector analytical work, evaluations and assessments over the year and how recommendations are being used to improve project performance.
8. Discuss status of supporting documents for information reported in the year. Supporting documents must be easily accessible, verifiable and time-specific. Supporting documents must correspond with data collection methods in the project's Performance Monitoring Plan (PMP) and are subject to audit.

The Annual Report shall be submitted to the USAID no later than October 31st of each year.

F.6.5 Annual Work Plan

The Annual Work Plan will form the basis for activities to be initiated in each year of the contract. For the purpose of the Annual Work Plan, "Annual" is defined according to the U.S. Government fiscal year: *i.e.* October 1st to September 30th.

The COR will collaborate with the Contractor in determining appropriate activities for each year. The COR will review and approve the Annual Work Plans. Modifications that respond to changed conditions may be made; however, major modifications to each Annual Work Plan are subject to the approval of the COR. The Annual Work Plans, at a minimum, must provide:

- A detailed description of planned activities in support of each component under the SOW.
- A schedule for planned activities.
- Expected results and outcomes for each planned activity.

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- Detailed staffing schedules including arrival dates, long- and medium-term postings, and estimates of short-term staff level-of-effort.
- Management structure to implement the proposed activities.

Following review and comment by USAID, the Contractor shall prepare a Final Work Plan for each year. The Annual Work Plan for Year One will be submitted within 60 days after contract award. Annual Work Plans after Year One shall be submitted no later than September 1st of each year.

F.6.6 Security Plan

The Contractor shall submit a security plan to the COR for review and approval no later than 30 days after contract award. The security plan must address personnel as well as physical security.

F.6.7 Performance Monitoring Plan

The Contractor shall submit a Performance Monitoring Plan (PMP) within 90 days of the contract award to the COR approval. The PMP shall be prepared in accordance with Section C.7 and identify the start date of each activity and the estimated completion date. When applicable, milestones will be established for the more complex activities. Each sub-activity should be identified with a specific activity under other the specific sector.

F.6.8 Communications Strategy and Media Outreach Plan

The Contractor shall submit a Communication Strategy and Media Outreach Plan to build understanding and support for the proposed new institutions. The plan must include proposed level-of-effort, schedule, and mechanisms for measuring success of the communication activity. The plan is due no later than 60 days after contract award to the COR for review and approval. At the direction of the COR, the Contractor shall prepare periodic success stories and other outreach materials that can be utilized by the Contractor and USAID.

F.6.9 Final Contract Completion Report

At least 30 days prior to the end of the contract, the Contractor shall prepare and submit one electronic version (as a single MS Word file) of the Contract Completion Report to the COR. The report must, at a minimum, contain:

- specific objectives of the program;
- activities undertaken to achieve program objectives;
- results achieved by objective, including life-of-program reporting according to the approved PMP;
- cost of efforts by activity;
- actions taken to leverage resources and ensure the continuation and sustainability of program objectives and the effectiveness of these actions;
- recommendations regarding unfinished work and/or program continuation; and
- lessons learned over the course of the program and recommendations for other related programs.

The final Completion Report shall also contain an index of all reports and information products produced under this contract. Along with the Completion Report, a CD-ROM depository will be

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submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly system.

Once approved by the COR, the Contractor shall submit the final report to:

- the COR and the Contracting Officer; and
- one copy, in electronic (preferred) or paper form (with all final documents) to one of the following:

Online: <http://dec.usaid.gov>

By mail (for pouch delivery):

DEXS Document Submissions
M/CIO/KM/DEC
RRB M.01-010
Washington, DC 20523-6100

F.7 DELIVERY AND FEE SCHEDULE

All deliverables shall be considered complete once accepted by USAID. The percentages in the below table reflect a percentage of the Contractor's fixed-fee. Payment is subject to FAR 52.216-8. The Contractor must submit the following deliverables to the COR with a copy to the CO. All deliverables meant to be shared with the Government of the Islamic Republic of Afghanistan must be provided in both English and Dari.

Deliverable	Due Date	% of Fee
Mobilization Plan	See Section F.6.1	NA
Monthly Progress Reports	See Section F.6.2	NA
Monthly Financial Summary	See Section F.6.3	NA
Annual Report	See Section F.6.4	NA
Annual Work Plan	See Section F.6.5	NA
Security Plan	See Section F.6.6	NA
Performance Monitoring Plan	See Section F.6.7	NA
Communications Strategy and Media Outreach Plan	See Section F.6.8	NA
Final Organizational Assessment of Ministry of Public Works (Component 1)	No later than (NLT) 100 days after contract award	10%
Final Short Term Plan (Component 2)	NLT 180 days after contract award	10%
Final Long-term Annual Maintenance Budget (Component 2)	NLT 210 days after contract award	NA
Final Road Authority Study (Component 3)	NLT 210 days after contract award	10%
Final Road Fund Study (Component 3)	NLT 210 days after contract award	10%
Final Transportation Institute Study (Component 4)	NLT 210 days after contract award	10%
Final Road Authority Structure (Component 3)	NLT 600 days after contract award	10%
Final Road Fund Structure (Component 3)	NLT 600 days after	10%

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	contract award	
Final Transportation Institute Structure (Component 4)	NLT 600 days after contract award	10%
Final Transition and Training Plan for Road Authority and Road Fund (Component 3)	NLT 700 days after contract award	10%
Final Contract Completion Report	NLT 30 days before contract expiration	10%

The Contractor may receive portions of the fee earlier if the Contractor completes the deliverables earlier. If the Contractor does not meet the requirement, they do not get the fee. If the deliverable is delayed, then USAID would have recourse to consideration if warranted and the fee could be either forfeited or reduced depending on the exact circumstances surrounding the delay. Payment of the fee is also subject to FAR 52.233-1.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The address of the Contracting Officer is:

Michael Capobianco
Contracting Officer
Office of Acquisition and Assistance
USAID/Afghanistan,
U.S. Embassy East Side Compound
Great Massoud Road
Kabul, Afghanistan
Email: mcapobianco@state.gov

G.2 TECHNICAL DIRECTION AND RELATIONSHIP WITH USAID

The Office of Economic Growth and Infrastructure (OEGI) of USAID/Afghanistan will provide technical oversight and direction to the contract through the designated COR. The Contracting Officer shall issue a letter appointing the COR for the contract and provide a copy of the designation letter to the contractor.

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

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

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

(c) In the separately-issued COR designation letter, the Contracting Officer designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(d) Contractual Problems: Contractual problems of any nature that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation (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.

(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.

The address of the COR is:

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Mr. Randal Leek
Contracting Officer's Representative
Office Economic Growth and Infrastructure (OEGI)
USAID/Afghanistan,
Great Massoud Road
Kabul, Afghanistan
Email: rleek@state.gov
Tel: +93(0)700-11-4456

G.3 ACCEPTANCE AND APPROVAL

In order to receive payment for costs incurred for services rendered under this contract, such costs and the work performed must be verified and approved by the COR with the exception of payments related to fee in accordance with Section B.8.

G.4 PAYMENTS AND VOUCHERS

The contractor may submit vouchers for payment monthly. All vouchers along with a hard copy clearly marked in bold "COPY" must be sent electronically to the office below:

Office of Financial Management (OFM)
Email: kabulaidevouchers@usaid.gov
USAID/Afghanistan

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 cognizant technical officer (CTO) 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)			
<i>Line Item</i>	<i>Description</i>	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

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

BY: _____
TITLE: _____
DATE: _____

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

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

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

G.6 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: \$7,000,000 BBFY 2011/EBFY2012 ES;
\$1,800,000 BBFY2012/EBFY2013 ESOCO
Operating Unit: USAID/Afghanistan
Strategic Objective: 306-KABUL-SOAG-FY2012: AO 6: Expanded, Sustainable
Physical Infrastructure
Team/Division: Office of Economic Growth and Infrastructure (OEGI)
Benefiting Geographic Area: 306
Total Amount Obligated: \$8,800,000.00

G.7 CONTRACTOR'S PAYMENT ADDRESS

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clause pertinent to this section is 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 H of this contract. The full text of a clause may be accessed electronically at these FAR address: <http://www.acquisition.gov/far/> or <http://acquisition.gov/far/index.html>. See also FAR 52.252-2 for an internet address of FAR.

NUMBER	TITLE	DATE
AIDAR 752.7027	PERSONNEL	DEC 1990

H.2 VETTING

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

(a) In accordance with USAID/Afghanistan Mission Order 201.05 - National Security Screening (Non-U.S Party Vetting (attached) the contractor must complete and submit Appendix B of the Mission order titled "USAID Information Form" 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

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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.3 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.4 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:

- (2) The individual's full name, home address, and telephone number.
- (3) The name and number of the contract, and whether the individual is an employee or dependent.
- (4) 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.
- (5) The name, address, and telephone number(s) of each individual's next of kin.

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- (6) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

H.5 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013)

(Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

- (1) Within thirty (30) calendar days of obtaining the 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.**

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- (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.6 AIDAR 752.7001 BIOGRAPHICAL DATA (JULY 1997)

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

- a) All individuals to be sent outside of the United States, or
- b) Any employees designated as "key personnel". Biographical data in the form usually maintained by the Contractor on the other individuals employed under the contract must 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.7 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

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approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.8 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

a) Limitations:

- 1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which must be certified to by the Contractor. Payment for any contractor salary that exceeds the USAID CST under a USAID direct contract must be approved by the Contracting Officer (CO) in accordance with the procedures in 302.3.8.4 Approval of Contractor Salaries Exceeding the USAID Contractor Salary Threshold (USAID CST).
- 2) Biographical Data: Biographical Data Sheet (AID Form 1420-17). The contractor shall submit a Contractor Employee Biographical Data Sheet (USAID Form 1420-17) and CVs to support salary information [for the Key Personnel and the most relevant permanent core staff members including CCN and TCN personnel proposed]. The form must be signed by the individual and the contractor (or subcontractor) in the appropriate spaces with all blocks completed, as appropriate;
- 3) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate prescribed in ADS 302, unless the Contracting Officer approves a higher amount.

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.

b) 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.

c) Annual Salary Increases:

One annual salary increase not more than 3% may be granted after the employee's completion of each twelve month period of satisfactory services under the contract, unless the employee is promoted and takes on higher responsibilities in accordance with the contractor's policies and procedures. Annual salary increases of any kind (including promotion) exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

d) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such approval given, compensation must 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.

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Requests for waiver to this compensation guidance must be fully justified, must be supported by contractor employee bio data sheet and must require the approval of the Contracting Officer.

e) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

The Contractor must retain any approvals issued pursuant to sections (a) through (c) above for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and must not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

f) Work Week:

1) Non-overseas Employees:

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

2) Overseas Employee:

The work week for the Contractor's overseas employees must not be less than 40 hours and must 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.

3) Authorized Work Week

A five-day work week is authorized. No overtime or premium pay is authorized under this Contract. A six day work week (time in excess of 40 hours per week) may be authorized only on a case-by-case basis with prior approval from the Contracting Officer.

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

Consistent with AIDAR 722.170(b), it is USAID policy that CCN/TCNs who are hired as local employees and whose salaries are 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.

h) 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

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contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.9 INSURANCE AND SERVICES

52.228-3 Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

752.228-3 Worker's Compensation Insurance (Defense Base Act).

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

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

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

(d) Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts. To obtain DBA insurance, Contractors are to contact Allied's agent, Aon Risk Insurance Services West, Inc. at:

(1) 199 Fremont St., Suite 1400
San Francisco, CA 94105

Primary Contact: Fred Robinson; Phone: (415) 486-7516; Email: Fred.Robinson@aon.com

Secondary Contact: Angela Falcone; Phone: (415) 486-7000; Email: Angela.Falcone@aon.com

OR

(2) 1120 20th St., N.W., Suite 600
Washington D.C. 20036

Primary Contact: Ellen Rowan; Phone: (202) 862-5306; Email: Ellen.Rowan@aon.com

Secondary Contact: Chris Thompson; Phone: (202) 862-5302; Email: Chris.Thompson@aon.com

(e) The Contractor shall be entitled to be reimbursed for the cost of insurance provided to its employees pursuant to the contract clause at FAR 52.228-3, "Workers' Compensation Insurance (Defense Base

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Act),” at the USAID authorized rate (Please refer to latest AAPD) of employee remuneration. The Contractor is herein notified that DBA insurance coverage is a requirement for all prime Contractor employees and subcontractor employees under this contract pursuant to FAR 52.228-3. DBA-covered employees are also entitled to benefits under the War Hazards Compensation Fund. As this is a U.S. Government established fund and its benefits are provided at no additional cost to the Contractor above the cost of DBA insurance, the Contractor is not entitled to reimbursement for War Hazards Compensation Fund coverage. If the Contractor provides additional accidental death and disability or life insurance to its employees, the cost of the additional insurance will be considered a fringe benefit and will be allowable as provided by FAR 31.205-6(m).

H.10 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

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

H.11 AUTHORIZED GEOGRAPHIC CODE

The default authorized geographic code for Afghanistan for the procurement of goods and services under this contract is 937. However, procurement of goods and services from Geographical Code 935 in support of this project is permitted if there is applicable Source and Nationality waiver. Contractor must submit justification to use Geographical code 935 prior to procurement of goods and services and receive Contracting officer’s approval.

H.12 LOGISTIC SUPPORT

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

H.13 LANGUAGE REQUIREMENTS

The Contractor personnel and/or consultants shall be able to speak, read, and write in the English and local language, such as Pashtu and/or Dari as needed to perform technical services.

H.14 EXECUTIVE ORDERS ON TERRORISM FINANCING

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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.15 GUIDANCE ON FUNDING FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

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

H.16 ORGANIZATIONAL CONFLICTS OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Contracting Officer as soon as possible. See CIB 99-17:
http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf

H.17 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:

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- (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:

Mission Controller
USAID Afghanistan
Great Masood Road
Kabul, Afghanistan

(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. 18 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.

[END OF PROVISION]

H.19 ADS 302.3.5.14(a) USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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(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/PDABO631.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.20 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS
(August 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

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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.21 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)

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

H.22 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

All reports generated and data collected during this project shall be the property of the U.S. Government and be considered confidential 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 the CO. All findings, conclusions and recommendations shall be considered confidential and proprietary.

H.23 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

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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.24 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.25 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities. The purpose of this database is to track the location of project implementation, document the use of funds, and monitor development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress,

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implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

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

H.26 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Technical 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.27 FACILITIES USED FOR RELIGIOUS ACTIVITIES

Unless otherwise authorized in writing by the Contracting Officer, Contractor shall not use Contract funds for any work related to facilities of any type where the intended use of such a facility is for inherently religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit.

H.28 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) As required by Section I.6 of this contract, the Contractor will perform with its own organization, at least 20% percent of the work required under the contract.

(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

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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.29 SALARY SUPPLEMENTS

Any payments by the Contractor to employees of any government at any level shall be subject to the USAID policy on salary supplements found at this website: <http://www.usaid.gov/policy/ads/200/119780.pdf>, or as revised. When this issue arises during the life of the contract, the Contractor shall consult with USAID on any questions regarding the applicability of the policy.

H.30 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 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:

1. Death of an individual;
2. 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; and
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it practical if it cannot be done immediately. The emails shall be sent to: KabulAIDSSO@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 Cognizant Contracting Officer's Representative (COR) and the Contracting Officer (CO).

The initial written report shall include the award number, the name of the company, location where the incident occurred, 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.31 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.treasury.gov/resource-center/sanctions/Pages/default.aspx>

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/lofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(d) Before awarding any grant or similar instrument, the Contractor 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.32 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.33 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

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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.34 DISCLOSURE OF INFORMATION

- (a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it

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to their use or gain, knowing it having been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.35 ENVIRONMENTAL CONSIDERATIONS

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

In addition, the contractor/recipient 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.")

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

Technical Assistance provided for the Ministry of Public Work to be implemented under this contract will involve contractor hiring of expatriate and local staff, purchasing office equipment and logistical support for conferences, workshops and tour visits necessary for the implementation of the activity. These efforts do not have an effect on the natural and physical environment, fall within the categories listed in 22 CFR 216.2(c)(2), and are categorically excluded from any further environmental review requirements.

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.

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

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

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. 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 these addresses: www.acquisition.gov/far/ and <http://www.usaid.gov/pubs/ads/300/aidar.pdf>.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	JAN 2012
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203- 17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	Apr 2014
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-9	PERSONNEL 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
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.215-2	AUDIT AND RECORDS – NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT	OCT 1997

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	FORMAT	
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS	AUG 2011
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS	OCT 2010
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES-- IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-3	CONVICT LABOR	JUN 2003
52.222-19	CHILD LABOR COOPERATION WITH AUTHORITIES AND REMEDIES	JUN 2004
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTIONS FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY 2011
52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANTIONED ACTIVITIES RELATING TO IRAN-REPRESENTATION AND CERTIFICATION	NOV 2011
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007

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52.227-14	RIGHTS IN DATA-GENERAL	DEC 2007
52.230-2	COST ACCOUNTING STANDARDS	OCT 2010
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-17	INTEREST	OCT 2010
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD - ALTERNATE I	AUG 1996 JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	AUG 1987 APR 1984
52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE II	AUG 1987 APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-5	COMPETITION IN SUBCONTRACTING.	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUL 2013
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE II	MAY 2004 SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUNE 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUNE 1992
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JULY 2007
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7009	MARKING	JAN 1993
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7013	CONTRACTOR MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7025	APPROVALS	APR 1984

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752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.3 52.229-8 TAXES - FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of the Islamic Republic of Afghanistan, or from which the Contractor or any subcontractor under this contract is exempt under the laws of Islamic Republic of Afghanistan 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.

I.4 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(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 AIDAR 752.219-70 USAID MENTOR- PROTÉGÉ PROGRAM (JUL 2007)

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- (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.

I.6 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

- a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representative 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 Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

I.7 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by 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 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 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 COR, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF SECTION I]

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PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

Attachment Number	Title
Attachment J.1	USAID/Afghanistan Mission Order 201.05- National Security Screening (Non-U.S Party Vetting

[END OF SECTION J]

[END OF THE CONTRACT]

**MISSION ORDER
USAID MISSION FOR AFGHANISTAN**

ADS Series 200 Programming Policy	Mission Order 201.05	Supplements Mission Order 201.03	Responsible Office RLA
References: Executive Order 13224 Title 18 US Code 2339A and 2339B Mission Order 201.03		Subject: National Security Screening (Non-U.S. Party Vetting)	Effective Date: On the date signed below

I. PURPOSE

The purpose of this Mission Order is to describe procedures intended to minimize the risk that the Mission's programs do not provide, even inadvertently, support to Prohibited Parties (as defined herein). This Mission Order supplements Mission Order 201.03 (Terrorist Finance Risk Assessment, dated October 2009) and replaces Mission Order 201.04 in its entirety.

II. DEFINITIONS

As used in this Mission Order, including the Appendices:

"Award" means any contract, grant, guarantee, cooperative agreement, or any other instrument that acts as any of the same awarded by USAID. Unless the context otherwise requires, an Award includes Sub-awards, as defined below.

"Awardee" means any individual or organization that receives an Award. Unless the context otherwise requires, an Awardee includes Sub-awardees, as defined below.

"CO" or **"AO"** means the Contract or the Agreement Officer, as applicable.

"Information Form" means the form attached as Appendix B that initiates a vetting request.

"Key Individuals" means the individuals defined in Appendix A.3 below. The definition of Key Individuals is not the same as "key personnel" under a contract, grant or cooperative agreement.

"Non-U.S." means (a) for natural persons, any individual who is not (1) a U.S. citizen or (2) a permanent legal resident of the United States; and (b) for organizations, any entity that is more than 50% owned in equity stake (or equivalent thereof) by one or more non-U.S. individual(s) or non-U.S. organization(s).

"Parastatal" means any organization funded or owned by the state but otherwise functions as a private sector enterprise. For the purposes of this Mission Order, Parastatals include, but are not

limited to, the Afghanistan Investment Support Agency (AISA), the Afghan Public Protection Force (APPF), and Da Afghanistan Breshna Sherkat (DABS).

“**PIO**” means a Public International Organization designated under ADS 308.

“**Private Security Services**” include any services that involve the potential use of force in the course of employee duties. Any organization—whether a PSC, RMC or other type of private security provider or consultancy—whose employees are authorized to carry firearms is classified as a Private Security Service.

“**Prohibited Party**” means an individual or entity that USAID knows or has reasonable grounds to suspect (i) supports or has supported terrorist activities, (ii) is or has been engaged in terrorist activities, (iii) poses a significant risk of committing terrorist activities, or (iv) is or has been engaged in other activities which are contrary to the national security or foreign policy interests of the United States.

“**PSC**” means Private Security Contractor.

“**RMC**” means Risk Management Consultant.

“**Sub-award**” means any grant, subgrant, guarantee, subcontract, or any other instrument that acts as any of the same awarded by an Awardee pursuant to an Award.

“**Sub-awardee**” means any individual or organization that receives a Sub-award.

“**Tier**” means the level of Sub-award under the Award. For instance, a Sub-award under a Sub-award to an Award would be a second-tier sub-award. “Any tier” means any level of Sub-award under an Award.

“**Vetting Threshold**” means any Award or Sub-award exceeding \$25,000 as further defined in Appendix A.2.a.

“**VSU**” means the Vetting Support Unit of the USAID Mission.

III. AUTHORITIES AND REFERENCES

To protect national security interests and as the steward of USG funds, USAID must take reasonable and appropriate steps to ensure that neither USAID funds nor USAID-funded activities provide support, inadvertently or otherwise, to Prohibited Parties.

U.S. government agencies, as well as Congressional committees, have paid increasing attention to the risks of U.S. reconstruction funds in Afghanistan being diverted to Prohibited Parties, with several Congressional committees having issued reports detailing their concerns. See, e.g., “Inquiry into the Role and Oversight of Private Security Contractors in Afghanistan Report, Together with Additional Views of the Committee on Armed Services U.S. Senate,

September 28, 2010". Additionally, GAO has undertaken a review to identify what efforts are underway to ensure that U.S. funds or resources are not diverted to support Prohibited Parties.

With respect to terrorism, Executive Order (E.O.) 13224 (9/25/2001) blocks property and interests in property of individuals and entities that are designated as committing, or posing a significant risk of committing, terrorist acts. E.O. 13224 prohibits all transactions and dealings in blocked property or interests in the U.S. or by U.S. persons. It also prohibits transactions with, and provision of support for, individuals or entities designated in or subject to the E.O.

E.O. 13224 is just one of several statutes, regulations and Executive Orders pertaining to terrorism. Others include Title 18 USC Sections 2339A and 2339B, which prohibit the provision of material support or resources for terrorist acts or to designated foreign terrorist organizations.

USAID Afghanistan Mission Order 201.03 (October 2009) requires the Mission to complete terrorist financing risk assessments prior to the request for any program funds. It also introduces the concept of vetting.

IV. ADDITIONAL BACKGROUND INFORMATION

In addition to the vetting procedures established by this Mission Order, several less formal means exist to limit support to Prohibited Parties. First, the CO or AO, as applicable, is required to check relevant public lists including the special designated nationals (SDN) list and the excluded parties list found at System for Award Management (SAM). Second, before an Award is made, the staff of USAID (in the case of a prime Award) or the staff of the prime Awardee (in the case of Sub-awards) must scrutinize various aspects of that entity's operations as part of the standard due diligence and pre-award survey. Third, the personal knowledge of USAID staff is taken into account before any Award is made or a Sub-award is approved. Finally, knowing that non-U.S. parties will be subject to such scrutiny discourages Prohibited Parties from applying for USAID-financed assistance in the first place.

V. PROCEDURES FOR VETTING

Appendix A details vetting procedures. These procedures are subject to change. Check with the VSU for updates prior to implementing.

VI. EFFECTIVE DATE

This Mission Order will go into effect on the date signed by the Mission Director below.

Acting Mission Director: Sarah Wines Sarah Wines Date: 7/8/13

IX. APPENDICES

- A. Vetting Procedures
- B. Information Form
- C. Sample Notification Language

Appendix A: Vetting Procedures

1. **Applicability:** Subject to Section I.d. below, vetting is conducted by USAID in connection with its review and approval of proposed USAID Awards and Sub-awards for the following:
 - a. **Contractors and subcontractors:** Any proposed non-U.S. recipient of an Award of a USAID contract, subcontract, or any instrument acting as the same in excess of \$25,000 at any tier. This includes USAID-awarded contracts, prime contractor-awarded subcontracts and contracts awarded by grantees and recipients of cooperative agreements. For the avoidance of doubt, this Mission Order applies to all Sub-awardees of Awards for Private Security Services, regardless of award value and regardless of tier.
 - b. **Recipients of assistance instruments:** Any proposed non-U.S. recipient of an Award of a grant, cooperative agreement, subgrant, or any instrument acting as the same in excess of \$25,000. This includes USAID-awarded grants and cooperative agreements, prime contractor-awarded grants under contracts (GUCs) and subgrants under grants or cooperative agreements, regardless of tier.
 - c. **On-budget assistance:** USAID reserves the right to conduct vetting in connection with any on-budget assistance, including any Sub-awards under such on-budget assistance, to the same extent as provided as under this Mission Order.
 - d. **Exceptions:** Except as provided in Section I.e. below, the vetting procedures set forth herein do not apply to:
 - 1) Ultimate beneficiaries of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans and shelter;
 - 2) Providers of water and electricity (which currently is DABS) for USAID's or USAID Awardee's own use in the ordinary course of business; and
 - 3) APPF, as the sole provider of pay-for-service security requirements mandated under Presidential Decree 62.

For purposes of these vetting procedures, "ultimate beneficiaries" mean individuals or entities that benefit from assistance indirectly. Vetting is required when cash or in-kind assistance is provided directly to one or more specifically identified persons or entities. For example, vetting generally would be required for a hospital that will receive pharmaceuticals, a company whose manufacturing equipment will be repaired or replaced, or an NGO whose recreational facilities will be renovated. Vetting is not required, however, for patients of the hospital, customers of the manufacturer, or users of the recreational facilities.

- e. **Other situations:** Even if vetting would not otherwise be required under these rules, vetting will be conducted whenever USAID has reason to believe that the Awardee or Sub-awardee could be a Prohibited Party. USAID may also conduct vetting pursuant to any internal or external audits. See Section 7, Risk-Based Vetting, below.

2. Further Rules on Applicability:

- a. **Vetting Threshold:** The \$25,000 threshold applies to all Awards, Sub-awards, and their amendments. If an amendment, modification, or additional order would increase the amount of an Award or Sub-award above \$25,000, vetting shall be required. The threshold is cumulative for multiple awards, i.e., if the amount under an Award to an Awardee would, if taken together with all other Awards previously awarded to the Awardee, cause the total amount awarded to the Awardee to exceed the \$25,000 threshold, vetting should be requested. Additionally, all Awards for Private Security Services, including PSCs and RMCs whose employees are authorized to carry firearms, are subject to vetting regardless of the Award amount.
- b. **Government Officials:** Government officials, including parliamentarians and national, provincial, district and municipal officials, to the extent they serve as Key Individuals, or perform functions substantially similar to those performed by a Key Individual, in connection with a USAID-funded project, are subject to vetting to the same extent as other USAID Awardees. Vetting results will be taken into consideration, to the extent relevant, in the context of the applicable ministry assessment conducted in connection with on-budget assistance.
- c. **Parastatals:** USAID reserves the right to conduct vetting in accordance with the procedures set forth herein on any Awardee that is a Parastatal.
- d. **PIOs:** Although PIOs are not themselves subject to vetting, parties to whom PIOs make Awards or otherwise provide assistance are subject to vetting by USAID in accordance with these rules.
- e. **Parastatal and Government Sub-awardees:** USAID reserves the right to conduct vetting on non-U.S. recipients of Sub-awards under Parastatal or government activities or programs funded by USAID in accordance with the procedures set forth herein.
- f. **Educational Institutions:** Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations.
- g. **Branches and subsidiaries:** A branch of an organization is the same corporate legal entity as the organization itself. As such, if a branch is a potential Awardee, the entire organization must be vetted as well. If an organization has been previously vetted, whether subsequent vetting will be required for each of its branches that applies for assistance will be decided by the VSU on a case-by-case basis. This decision will depend largely on the extent to which the organization's headquarters oversees and controls the activities of the branches.

A subsidiary, on the other hand, is a separate corporate legal entity from its parent and other affiliates. Vetting will not be conducted on the parent or affiliates of a subsidiary that is a potential Awardee unless the parent or affiliate itself is a potential Awardee.

- h. **Inter-Agency Transfers:** For Awards under interagency agreements pursuant to Section 632(a) or (b) of the Foreign Assistance Act of 1961, as amended, it will be incumbent upon the recipient agency to implement appropriate review procedures to ensure compliance with E.O. 13224 and related requirements.
3. **Vetting of “Key Individuals”:** Whenever an entity must be vetted, each of its “Key Individuals” who are not U.S. citizens or permanent legal residents must also be vetted. A “Key Individual” means:
- a. Any person who exercises effective control of the organization;
 - b. A principal officer of the organization’s governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);
 - c. The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president or vice president);
 - d. The program manager or chief of party for the USAID-financed program;
 - e. Any person receiving significant commissions (defined as a sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding the Vetting Threshold; and
 - f. 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 (a)-(e). For Private Security Services, this would include leadership roles down to the level of field commanders).

Note that the definition of “Key Individuals” differs from the definition of “key personnel” under a contract, grant or cooperative agreement.

Vetting will not be conducted on non-U.S. Key Individuals working for a U.S. Awardee. However, USAID reserves the right to conduct vetting on such Key Individuals whenever USAID has reason to believe that such individuals could be a Prohibited Party.

4. Obtaining Data Needed for Review:

- a. As specified in the solicitation, entities applying directly to USAID for Awards exceeding the Vetting Threshold will submit the Information Form to the VSU (Kabul_usaid_vsu@state.gov) at the same time they submit their proposal or application.
- b. Prime Awardees will be responsible for completing, signing and submitting the Information Form to the VSU (Kabul_usaid_vsu@state.gov) for each proposed Sub-award exceeding the Vetting Threshold. The prime Awardee is considered the vetting

requester and is responsible for taking reasonable steps (in accordance with sound business practices) to verify the information contained in the Information Form.

- c. Along with each Information Form, the prime Awardee is required to submit the following supporting documentation:
 1. Copies of applicable, currently valid licenses required for the proposed Awardee to do business in Afghanistan. A valid AISA license must be in place for the duration of an Award and Sub-award, including any amendments thereto.
 2. Legible copy of a government-issued photo ID for each Key Individual (for Afghans, a *tazkera* is required). The number on the ID must match the number entered on the Information Form.
 3. Copy of a passport for each Key Individual in possession of a passport (Afghans with passports should submit both *tazkera* and passport). Passport numbers must be recorded on the Information Form.
 4. For U.S. citizens or legal permanent residents employed as Key Individuals, passport copies or other proof of U.S. citizenship or legal permanent residence.

5. Notification of Determination:

- a. Once an eligibility determination has been made, the VSU will promptly send written notice of the determination to the chief of party or program director of the prime Awardee or, if applicable, to the Sub-awardee being vetted (with a copy to the prime Awardee) with respect to a request pursuant to Section 4(b) above. Notices to outside parties should conform to the language shown in Appendix C. A copy of the eligibility determination will be retained in VSU's files.
- b. Once an ineligibility determination has been made, the cognizant CO or AO is responsible for communicating with the prime Awardee or, if applicable, the Sub-awardee being vetted (with a copy to the prime Awardee), using the appropriate language shown in Appendix C. The VSU will notify appropriate officials in USAID/Washington about such ineligibility determination and will provide the Suspension and Debarment Official with any relevant information.

6. Duration of Approval:

- a. Once an Awardee has been deemed eligible and has received an Award, the approval generally will remain in effect for that particular Award for one year. However, new vetting will be required if there is any change in the Awardee's Key Individuals. The Awardee is required to keep USAID apprised of changes in the Key Individuals. In addition, new vetting will be required if there is any substantial change (*i.e.*, location, award amount, time frame) in the award itself. In addition, USAID reserves the right to

vet or re-vet any non-U.S. organization or non-U.S. individual awarded or competing for an Award at any time regardless of the previous vetting date.

- b. Vetting approval may be rescinded if USAID obtains information indicating that the Awardee or any of its Key Individuals is found to be a Prohibited Party.
- c. Each Awardee must be vetted for each new Award that exceeds the Vetting Threshold, and at least annually for the duration of an Award.

7. Risk-Based Vetting:

The Vetting Threshold sets the minimum threshold to screen potential Awardees. In designing programs, technical or program offices may submit potential Awardees for vetting when the Award is below the Vetting Threshold. Considerations for vetting below the Vetting Threshold include, but are not limited to, the following:

- a. Awards for Private Security Services (mandatory);
- b. Geographic location of the project;
- c. Political significance of the project;
- d. Type of activity being implemented (*e.g.*, certain activities such as security or construction carry a higher risk of encountering a Prohibited Party); and
- e. Other information known formally or informally by the U.S. Government regarding potential Awardees or the risk to the project.

Appendix B: USAID 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, currently valid 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. Address (include village/town/city, state/county/province, and country).		
c. Telephone:	d. Fax:	e. Email:
6. Information on Key Individuals associated with the organization named in 5 above who are <u>not U.S. citizens or permanent legal residents</u> , 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** village/town/city state/county/province country:	Date of birth.** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name").**		Gender:**
Current employer and job title:		Occupation
Address of residence** village/town/city state/county/province country:		Citizenship(s)** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:	Is the individual a U.S. citizen or legal permanent resident? ** Yes <input type="checkbox"/> No <input type="checkbox"/>	
Part II: Contractor/Grantee/Recipient Certification: (to be completed by Prime Awardee chief of party, program director or their designee)		
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		

**USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(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** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?*" Yes <input type="checkbox"/> No <input type="checkbox"/>
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** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?*" Yes <input type="checkbox"/> No <input type="checkbox"/>
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** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?*" Yes <input type="checkbox"/> No <input type="checkbox"/>

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.

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 (or sub-award) in U.S. dollars and indicate the start and end date of the award (or sub-award) 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-i – Self-explanatory.

Attach a copy of the relevant, currently valid Afghan business license.

Question 6 - A "Key Individual" means (i) Any person who exercises effective control of the organization; (ii) a principal officer 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 or vice president); (iv) the program manager or chief of party for the USAID-financed program; (v) any person receiving significant commissions (defined as a sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding \$25,000; and (vi) 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)-(v). For Private Security Services, this would include leadership roles down to the level of field commanders). Complete for each of these six categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Only Key Individuals who are not U.S. citizens or permanent legal residents need to be submitted. Attach copies of photo ID for each non-U.S. "Key Individual". In addition, for all non-U.S. Key Individuals in possession of passports, passport copies must be attached.

Note: If a "Key Individual" is a U.S. citizen or permanent legal resident, proof of citizenship or residency must be attached.

Part II

The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, 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 will be completed by the USG vetting official.

Appendix C: Notional language for Notification Letters

[Note: Eligibility letters are not transferable under any circumstances.]

[The language below is suggested for notices to prime award recipients.]

Notice of Eligibility

**SUBJECT: Notice of Eligibility – [prime awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:
Eligibility Expiration date:**

REF: (a) Information Form (IF), dated XXX

Dear Implementing Partner:

USAID/Afghanistan has received your vetting request (REF: (a)) and has determined that your organization is eligible to receive the referenced assistance.

USAID/Afghanistan reserves the right to rescind this vetting determination in the event that we become aware of information indicating that an award to your organization is contrary to U.S. law or policy prohibiting support for terrorism or other activities that are inconsistent with U.S. national security interests. Furthermore, a new request for approval will be required if your organization wishes to extend this award or receive a new award .

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with USAID, please promptly notify the Kabul Vetting Support Unit (VSU) in the event of any change in the identity of the "key individuals." We request that you also notify the VSU if there is a material change in the program or operations of your organization or any development that might cause USAID to reconsider your organization's eligibility.

Sincerely,

Kabul Vetting Support Unit

Notice of Ineligibility

SUBJECT: Notice of Ineligibility – [prime awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:

REF: (a) Information Form (IF), dated XXX

Dear XXX:

USAID/Afghanistan has received your vetting request (REF: (a)) and has determined that your organization is ineligible to receive the referenced assistance.

USAID/Afghanistan Mission implements a vetting system covering all assistance (grants) and acquisition (contract) awards. The purpose of the USAID/Afghanistan vetting system is to help ensure that USAID funds and other resources do not inadvertently benefit individuals or entities that are terrorists, supporters of terrorists or affiliated with terrorists, while also minimizing the impact on USAID programs and its implementing partners.

Your organization will no longer be considered for the award that triggered the vetting request. However, your organization is not precluded from applying for future awards, as it is USAID/Afghanistan's mission policy to re-vet entities for every proposed award based on information available at the time of the determination even if they failed vetting in the past. We understand that entities change and evolve over time. While we cannot disclose specific vetting issues, we hope your organization will overcome such issues in future awards.

Sincerely,

[CO/AO]

[The language below is suggested for notices to prime award recipients about proposed sub-awards if pre-award and the proposed sub-award is valued at over \$150,000.]

Notice of Non-consent

SUBJECT: Notice of Non-consent – [sub-awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:

REF: (a) Information Form (IF), dated XXX

Dear Implementing Partner:

I am writing with regard to _____, which your organization has proposed to receive USAID assistance (REF: (a)). Please be notified that USAID/Afghanistan does not consent to _____ being the recipient of the referenced assistance. We encourage you to identify another candidate to receive the proposed assistance.

Sincerely,

[CO/AO]

[The language below is suggested for notices to sub-award recipients (with a copy to the prime award recipient who submitted the sub-awardee in question for vetting).]

Notice of Eligibility

SUBJECT: Notice of Eligibility – [sub-awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:
Eligibility Expiration date:

REF: (a) Information Form (IF), dated XXX

Dear XXX:

USAID/Afghanistan has received a vetting request (REF: (a)) from _____ and has determined that your organization is eligible to receive the referenced assistance.

USAID Afghanistan reserves the right to rescind this vetting determination in the event that we become aware of information indicating that an award to your organization is contrary to U.S. law or policy prohibiting support for terrorism or other activities that are inconsistent with U.S. national security interests. Furthermore, a new request for approval will be required if the award to your organization is extended or your organization is proposed for a new award.

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with _____, please promptly notify _____ in the event of any change in the identity of your organization's "key individuals." We request that you also notify _____ if there is a material change in the program or operations of your organization, or any development that might cause USAID to reconsider your organization's eligibility.

Sincerely,

Kabul Vetting Support Unit

Cc: [prime awardee]

Notice of Ineligibility (if (a) pre-award and the proposed sub-award is valued at less than \$150,000, or (b) post-award)

**SUBJECT: Notice of Ineligibility – [sub-awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:**