

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 102
-----------------------	--	---	--------	------------------------

2. CONTRACT (Proc. Inst. Ident.) NO. AID-306-C-16-00011		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-306-15-000215
--	--	------------------------------------	--

5. ISSUED BY USAID/Afghanistan Office of Acquisition & Assistance 20189-6180	CODE AFGHANISTAN	6. ADMINISTERED BY (If other than Item 5) Not Applicable	CODE N/A
---	---------------------	---	-------------

7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code) DAI 7600 WISCONSIN AVE STE 200 BETHESDA MD 20814-3664	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
	9. DISCOUNT FOR PROMPT PAYMENT	
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM

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

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 3304 (a) ()	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
--	---

15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT	\$28,126,111.00
-------------------------------	-----------------

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	76
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS /WORK STATEMENT	19	X	J	LIST OF ATTACHMENTS	99
X	D	PACKAGING AND MARKING	31	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	32		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	33		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	44		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	51				

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are set forth in the award/contract reference herein. (Attachments are listed here.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
---	---

19A. NAME AND TITLE OF SIGNER (Type or print name) Sr. DIRECTOR, CONTRACTS	19B. NAME OF CONTRACTOR	19C. DATE SIGNED 7/20/2016	20B. UNITED STATES OF AMERICA	20A. NAME OF CONTRACTING OFFICER Tracy J. Miller	20C. DATE SIGNED 21 July 2016
---	-------------------------	-------------------------------	-------------------------------	---	----------------------------------

BY 	BY 
(Signature of person authorized to sign)	(Signature of the Contracting Officer)

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AID-306-C-16-00011

PAGE OF
2 123

NAME OF OFFEROR OR CONTRACTOR
DAI

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this contract is to implement the Regional Agriculture Development Program - East (RADP-East), this program will expand sustainable agriculture-led economic growth in eastern Afghanistan.</p> <p>CLIN 1 - Analysis Sub-Commitment of [REDACTED] to RADP-East Project</p> <p>Accounting Info: BBFY: 2013 EBFY: 2014 Fund: ES-OCO OP: AFGHANISTA Prog Area: A18 Dist Code: 306-M Prog Elem: A074 Team/Div: AFG/PPDO BGA: 306 SOC: 4100100 Funded: [REDACTED]</p>				
0002	<p>CLIN 2 - Implementation Sub-commitment of [REDACTED] to RADP-East Project</p> <p>Accounting Info: BBFY: 2011 EBFY: 2012 Fund: ES OP: AFGHANISTA Prog Area: A04 Dist Code: 306-M Prog Elem: A016 Team/Div: AFG/OAG BGA: 306 SOC: 4100100 Funded: [REDACTED]</p> <p>Accounting Info: BBFY: 2013 EBFY: 2014 Fund: ES-OCO OP: AFGHANISTA Prog Area: A18 Dist Code: 306-M Prog Elem: A074 Team/Div: AFG/PPDO BGA: 306 SOC: 4100301 Funded: [REDACTED]</p> <p>Accounting Info: BBFY: 2012 EBFY: 2013 Fund: ES-OCO OP: AFGHANISTA Prog Area: A18 Dist Code: 306-M Prog Elem: A073 Team/Div: AFGHANISTA BGA: 306 SOC: 4100301 Funded: [REDACTED]</p> <p>Accounting Info: BBFY: 2012 EBFY: 2013 Fund: ES-OCO OP: AFGHANISTA Prog Area: A04 Dist Code: 306-M Prog Elem: A016 Team/Div: AFGHANISTA BGA: 306 SOC: 4100301 Funded: [REDACTED]</p>				
0003	<p>CLIN 3: Feedback & Learning Sub-commitment of [REDACTED] to RADP-East Project</p> <p>Accounting Info: BBFY: 2012 EBFY: 2013 Fund: ES-OCO OP: AFGHANISTA Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
AID-306-C-16-00011

PAGE OF
3 105

NAME OF OFFEROR OR CONTRACTOR

DAI

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0004	<p>Prog Area: A04 Dist Code: 306-M Prog Elem: A016 Team/Div: AFGHANISTA BGA: 306 SOC: 4100100 Funded: [REDACTED]</p> <p>CLIN 4: Security Related Costs Sub-commitment of [REDACTED] to RADP-East Project</p> <p>Accounting Info: BBFY: 2012 EBFY: 2013 Fund: ES-OCO OP: AFGHANISTA Prog Area: A18 Dist Code: 306-M Prog Elem: A073 Team/Div: AFGHANISTA BGA: 306 SOC: 4100100 Funded: [REDACTED]</p>				

REGIONAL AGRICULTURAL DEVELOPMENT PROGRAM (RADP) – EAST

TABLE OF CONTENTS

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS	7
B.1 PURPOSE	7
B.2 CONTRACT TYPE	7
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT	7
B.4 BUDGET	8
B.5 DELIVERABLES, REPORTS AND FEE SCHEDULE	9
B.6 INDIRECT COSTS.....	16
B.7 CEILING ON INDIRECT COSTS.....	17
B.8 COST REIMBURSABLE.....	18
B.9 PAYMENT OF FIXED FEE	18
B.10 CANCELLATION CEILING AND MULTI-YEAR CONTRACT	18
B.11 AUTHORIZED GEOGRAPHIC CODE	18
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	19
C.1 BACKGROUND	19
C.2 PROJECT GOAL, PURPOSE, AND SUB-PURPOSE.....	20
C.3 SCOPE OF WORK.....	20
C.4 MANAGEMENT STRUCTURE AND OFFICE LOCATIONS.....	29
C.5 ELECTRONIC PAYMENTS.....	30
SECTION D: PACKAGING AND MARKING	31
D.1 APPROVAL OF BRANDING IMPLEMENTATION & MARKING PLAN.....	31
D.2 BRANDING STRATEGY	31
D.3 AIDAR 752.7009 MARKING (JAN 1993)	31
SECTION E: INSPECTION AND ACCEPTANCE	32
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	32
E.2 INSPECTION AND ACCEPTANCE.....	32
SECTION F: DELIVERIES OR PERFORMANCE	33
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	33
F.2 PERIOD OF PERFORMANCE.....	33
F.3 PLACE OF PERFORMANCE	33
F.4 DELIVERABLES AND REPORTS.....	33
F.5 DESCRIPTION OF THE REPORTS:	34
F.6 STATEMENT OF DEVELOPMENT OUTCOMES AND MILESTONES	36
F.7 KEY PERSONNEL	37
F.8 OTHER PERSONNEL	40
F.9 MONITORING AND EVALUATION PLAN	40
F.10 752.7005 – SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE.....	41
F.11 PERFORMANCE STANDARDS	42
SECTION G: CONTRACT ADMINISTRATION DATA	44
G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)	44

G.2	ADMINISTRATIVE CONTRACTING OFFICE	45
G.3	CONTRACTING OFFICER’S AUTHORITY	46
G.4	CONTRACTING OFFICER’S REPRESENTATIVE (COR)	46
G.5	TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	47
G.6	ACCEPTANCE AND APPROVAL	48
G.7	PAYING OFFICE	48
G.8	ACCOUNTING AND APPROPRIATION DATA	48
G.9	CONTRACTOR’S PRIMARY POINT OF CONTACT	50
G.10	CONTRACTOR’S PAYMENT ADDRESS	50

PART II – CLAUSES 51

SECTION H: SPECIAL CONTRACT REQUIREMENTS..... 51

H.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	51
H.2	AUTHORIZED GEOGRAPHIC CODE	51
H.3	CONSENT TO SUBCONTRACTS	51
H.4	RIGHT TO PROCURE FROM OTHER SOURCES	51
H.5	MAXIMIZING USE OF LOCAL ENTITIES	52
H.6	SUB-AWARD REQUIREMENTS (APRIL 2016)	52
H.7	USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016).....	53
H.8	VETTING REQUIREMENT (APRIL 2016)	53
H.9	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).....	54
H.10	SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (APRIL 2016)	54
H.11	SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JAN 2016)	55
H.12	HOST COUNTRY TAXES AND DUTIES (FEB 2016)	56
H.13	ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007).....	56
H.14	ELECTRONIC PAYMENTS SYSTEM	57
H.15	ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (FEB 2016).....	57
H.16	LOGISTIC SUPPORT	59
H.17	BUSINESS CLASS TRAVEL	59
H.18	INSURANCE AND SERVICES	59
UPON	THE OPTION YEAR BEING EXERCISED, THE CONTRACTOR MUST CONFIRM IN WRITING, THE SECURITY PAYROLL PERCENTAGE AS OF THE MEASUREMENT DATE OF THE PRECEDING PERIOD OF PERFORMANCE TO THE CO.....	60
H.19	INHERENTLY GOVERNMENTAL FUNCTIONS	60
H.20	RESTRICTIONS ON IMPLEMENTING PARTNERS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (APRIL 2016).....	61
H.21	302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014).....	61
H.22	USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT (JUNE 2015)	62
H.23	ADS. 302.3.5.21 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014).....	63
H.24	ENVIRONMENTAL COMPLIANCE.....	64
H.25	FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES.....	65
H.26	ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013).....	66
H.27	COMPLIANCE WITH ADS 252 & 253 - TRAINING AND RESULTS AND INFORMATION NETWORK (TRAINET)	66
H.28	ADS. 302.3.5.9 NONDISCRIMINATION (JUNE 2012)	68
H.29	FACILITIES USED FOR RELIGIOUS ACTIVITIES	68
H.30	AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011) (CLASS DEVIATION OAA-DEV-LL-03C, EXPIRATION DATE SEPTEMBER 8, 2016)	69
H.31	EXECUTIVE ORDER ON TERRORISM FINANCING	69
H.32	PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS	69
H.33	LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY	69
H.34	NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY.....	70

H.35	ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUG 2013).....	71
H.36	LANGUAGE REQUIREMENTS	72
H.37	ARCHITECTURE/ENGINEERING AND CONSTRUCTION CLAUSES	72
H.38	GRANTS UNDER CONTRACT	72
H.39	COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS	73
H.40	PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007).....	73
H.41	GENDER REQUIREMENTS	74
H.42	CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY.....	74
H.43	REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (DEVIATION OAA-DEV-14-02C) (AUGUST 2014).....	74

SECTION I: CONTRACT CLAUSES 76

I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	76
I.2	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	76
I.3	52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010).....	79
I.4	52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (JUN 2010)	83
I.5	52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (APR 2015).....	83
I.6	52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015).....	83
I.7	52.204-1 APPROVAL OF CONTRACT. (DEC 1989)	84
I.8	52.216-8 FIXED FEE (JUN 2011).....	84
I.9	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	84
I.10	52.225-19 – CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)	85
I.11	AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993).....	90
I.12	AIDAR 75.222-70 USAID DISABILITY POLICY - ACQUISITION (DEC 2004).....	91
I.13	AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012).....	91
I.14	AIDAR 752.228-3 WORKER’S COMPENSATION INSURANCE	92
I.15	AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)	92
I.16	AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)	93
I.17	AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)	93
I.18	AIDAR 752.204-71 - PARTNER VETTING (FEB 2012)	93
I.19	AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)	95
I.20	AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007).....	95
I.21	AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989).....	95
I.22	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)	97

SECTION J: ATTACHMENTS 99

PART I – THE SCHEDULE

SECTION B: Supplies Or Services And Price/Costs

B.1 PURPOSE

The purpose of the Regional Agriculture Development Program – East (RADP-East) is to expand sustainable agriculture-led economic growth in eastern Afghanistan.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed -Fee (CPFF) completion type contract. The Contractor must provide the deliverables or outputs described in Section F in accordance with the performance standards specified in the Scope of Work (SOW) found in Section C of this contract.

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

- (a) The estimated cost for the performance of the work required, exclusive of fee(s) is [REDACTED]. The fixed fee is [REDACTED] and the estimated cost plus all fixed fee is [REDACTED].
- (b) Within the estimated cost plus all possible fees specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is [REDACTED]. The Contractor must not exceed the obligated amount.
- (c) Funds obligated hereunder are anticipated to be sufficient through 11/30/2017.

[
*THIS SPACE INTENTIONALLY LEFT
BLANK*
]

B.4 BUDGET

As the program tasks is grouped in three components namely Analysis, Implementation and Learning/Feedback, the CLIN budget structure is broken out into the three components with percentages as stated in the SOW for the five year period.

CONTRACTLINEITEM NUMBERS (CLINs)							
CLIN	Contract Line Item	Year 1	Year 2	Year 3	Year 4	Year 5	Total
CLIN 1 – Analysis (10%)							
0001AA	Labor	██████	██████	██████	██████	██████	██████
0001AB	Non-Labor Costs	██████	██████	██████	██████	██████	██████
0001AC	Fixed Fee	██████	██████	██████	██████	██████	██████
Subtotal CLIN 0001		██████	██████	██████	██████	██████	██████
CLIN 2 – Implementation (80%)							
0002AA	Labor	██████	██████	██████	██████	██████	██████
0002AB	Non-Labor Costs	██████	██████	██████	██████	██████	██████
0002AC	Grants under Contract	██████	██████	██████	██████	██████	██████
0002AD	Fixed Fee	██████	██████	██████	██████	██████	██████
Subtotal CLIN 0002		██████	██████	██████	██████	██████	██████
CLIN 3 – Feedback & Learning (10%)							
0003AA	Labor	██████	██████	██████	██████	██████	██████
0003AB	Non-Labor Costs	██████	██████	██████	██████	██████	██████
0003AC	Fixed Fee	██████	██████	██████	██████	██████	██████
Subtotal CLIN 0003		██████	██████	██████	██████	██████	██████
Security							
	Security	██████	██████	██████	██████	██████	██████
	Fixed Fee	██████	██████	██████	██████	██████	██████
Subtotal Security		██████	██████	██████	██████	██████	██████
Total Cost Plus Fixed Fee		\$6,090,339	\$5,567,462	\$6,022,248	\$5,588,179	\$4,857,883	\$28,126,111

B.5 DELIVERABLES, REPORTS AND FEE SCHEDULE

The Contractor is responsible for the following deliverables to be submitted/approved by Contracting Officer's Representative (COR):

YEAR ONE		
COMPONENT ONE: ANALYSIS		
Deliverables	Portion of Fixed-Fee (%)	Total Amount
Value Chains Selection Report (C.3.1.1.A) (At least 3 value Chains must be Selected)		
1.1 Track trends in annual production volume for select value chain or market system.	█	█
1.2 Obtain average eastern region domestic market prices and export market prices for both raw and processed value chain products and track changes.	█	█
Sub-Total of Fixed Fee (%) & Amount	█	█
Value Chain Analyses (C.3.1.1.B)		
1.3 Determine potential for value chain growth and establish a projection for each value chain.	█	█
1.4 Develop a set of assumptions regarding outreach capacity and historical performance of market development interventions.	█	█
Sub-Total of Fixed Fee (%) & Amount	█	█
Total for Component One (Analysis)	█	█
COMPONENT TWO: IMPLEMENTATION		
Initial Work Plan (C.3.1.2.A)		
2.1 Ensure improved inputs are used by 60,000 famers that apply improved farming techniques and benefit from extension services	█	█
2.2 Gurantee implementation of improved farming practices and the development of new market linkages are driven by 500 lead farmers	█	█
2.3 Verify crop losses are reduced by 50% through improved post-harvest handling	█	█
Sub-Total of Fixed Fee (%) & Amount	█	█
Implementation Work Plan (C.3.1.2.B)		
2.4 Confirm program support benefits include 550 agriculture-related firms (110 women-owned)	█	█
2.5 Attest supply-side capacity of agribusinesses are strengthened through improved marketing and sales tactics	█	█
Sub-Total of Fixed Fee (%) & Amount	█	█
Annual Project Work Plan (C.3.1.2.C)		
2.6 Assure capacity of agribusinesses to capitalize on international market opportunities are built by export promotion activities	█	█
2.7 Track financial management practices are improved to build demand-side capacity for financial services	█	█
Sub-Total of Fixed Fee (%) & Amount	█	█

Work Plan Targets Report (C.3.1.2.D)		
2.8 To check complete testing and transfer of 35 technologies and management practices	■	■
2.9 Monitor input supply system developed to include private sector extension from input suppliers to farmers	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Total for Component Two (Implementation)	■	■
COMPONENT THREE: FEEDBACK/LEARNING		
One Activity monitoring and Evaluation Plan (AMEP) (C.3.1.3.A)		
3.1 Assure baseline survey is completed for each value chain	■	■
3.2 Require annual CLA review is conducted with key stakeholders	■	■
3.3 Track monthly and quarterly performance assessments are performed	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Baseline Data Report		
3.4 To ensure the development of GIS maps	■	■
3.5 Guarantee context monitoring exercise is conducted by end of Year 3	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Total for Component Three (Feedback/Learning)	■	■
Security Fee	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Total for Component Four (Security)	■	■
Year One 100% of Total Fixed Fee & Amount	■	■
YEAR TWO		
COMPONENT ONE: ANALYSIS		
Deliverables	Portion of Fixed-Fee (%)	Total Amount
Value Chains Selection Report (C.3.1.1.A) (At least 3 value Chains must be Selected)		
1.1 Track trends in annual production volume for select value chain or market system.	■	■
1.2 Obtain average eastern region domestic market prices and export market prices for both raw and processed value chain products and track changes.	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Value Chain Analyses (C.3.1.1.B)		
1.3 Determine potential for value chain growth and establish a projection for each value chain.	■	■
1.4 Develop a set of assumptions regarding outreach capacity and historical performance of market development interventions.	■	■

Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component One (Analysis)	████	████
COMPONENT TWO: IMPLEMENTATION		
Initial Work Plan (C.3.1.2.A)		
2.1 Ensure improved inputs are used by 60,000 famers that apply improved farming techniques and benefit from extension services	████	████
2.2 Gurantee implementation of improved farming practices and the development of new market linkages are driven by 500 lead farmers	████	████
2.3 Verify crop losses are reduced by 50% through improved post-harvest handling	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Implementation Work Plan (C.3.1.2.B)		
2.4 Confirm program support benefits include 550 agriculture-related firms (110 women-owned)	████	████
2.5 Attest supply-side capacity of agribusinesses are strengthened through improved marketing and sales tactics	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Annual Project Work Plan (C.3.1.2.C)		
2.6 Assure capacity of agribusinesses to capitalize on international market opportunities are built by export promotion activities	████	████
2.7 Track financial management practices are improved to build demand-side capacity for financial services	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Work Plan Targets Report (C.3.1.2.D)		
2.8 To check complete testing and transfer of 35 technologies and management practices	████	████
2.9 Monitor input supply system developed to include private sector extension from input suppliers to farmers	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Two (Implementation)	████	████
COMPONENT THREE: FEEDBACK/LEARNING		
One Activity monitoring and Evaluation Plan (AMEP) (C.3.1.3.A)		
3.1 Assure baseline survey is completed for each value chain	████	████
3.2 Require annual CLA review is conducted with key stakeholders	████	████
3.3 Track monthly and quarterly performance assessments are performed	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Baseline Data Report		
3.4 To ensure the development of GIS maps	████	████
3.5 Guarantee context monitoring exercise is conducted by end of Year 3	████	██
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Three (Feedback/Learning)	████	████

Security Fee		
Sub-Total of Fixed Fee (%) & Amount		
Total for Component Four (Security)		
Year Two 100% of Total Fixed Fee & Amount		
YEAR THREE		
COMPONENT ONE: ANALYSIS		
Deliverables	Portion of Fixed-Fee (%)	Total Amount
Value Chains Selection Report (C.3.1.1.A) (At least 3 value Chains must be Selected)		
1.1 Track trends in annual production volume for select value chain or market system.		
1.2 Obtain average eastern region domestic market prices and export market prices for both raw and processed value chain products and track changes.		
Sub-Total of Fixed Fee (%) & Amount		
Value Chain Analyses (C.3.1.1.B)		
1.3 Determine potential for value chain growth and establish a projection for each value chain.		
1.4 Develop a set of assumptions regarding outreach capacity and historical performance of market development interventions.		
Sub-Total of Fixed Fee (%) & Amount		
Total for Component One (Analysis)		
COMPONENT TWO: IMPLEMENTATION		
Initial Work Plan (C.3.1.2.A)		
2.1 Ensure improved inputs are used by 60,000 famers that apply improved farming techniques and benefit from extension services		
2.2 Guarantee implementation of improved farming practices and the development of new market linkages are driven by 500 lead farmers		
2.3 Verify crop losses are reduced by 50% through improved post-harvest handling		
Sub-Total of Fixed Fee (%) & Amount		
Implementation Work Plan (C.3.1.2.B)		
2.4 Confirm program support benefits include 550 agriculture-related firms (110 women-owned)		
2.5 Attest supply-side capacity of agribusinesses are strengthened through improved marketing and sales tactics		
Sub-Total of Fixed Fee (%) & Amount		
Annual Project Work Plan (C.3.1.2.C)		
2.6 Assure capacity of agribusinesses to capitalize on international market opportunities are built by export promotion activities		

2.7 Track financial management practices are improved to build demand-side capacity for financial services	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Work Plan Targets Report (C.3.1.2.D)		
2.8 To check complete testing and transfer of 35 technologies and management practices	■	■
2.9 Monitor input supply system developed to include private sector extension from input suppliers to farmers	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Total for Component Two (Implementation)	■	■
COMPONENT THREE: FEEDBACK/LEARNING		
One Activity monitoring and Evaluation Plan (AMEP) (C.3.1.3.A)		
3.1 Assure baseline survey is completed for each value chain	■	■
3.2 Require annual CLA review is conducted with key stakeholders	■	■
3.3 Track monthly and quarterly performance assessments are performed	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Baseline Data Report		
3.4 To ensure the development of GIS maps	■	■
3.5 Guarantee context monitoring exercise is conducted by end of Year 3	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Total for Component Three (Feedback/Learning)	■	■
Security Fee	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Total for Component Four (Security)	■	■
Year Three 100% of Total Fixed Fee & Amount	■	■
YEAR FOUR		
COMPONENT ONE: ANALYSIS		
Deliverables	Portion of Fixed-Fee (%)	Total Amount
Value Chains Selection Report (C.3.1.1.A) (At least 3 value Chains must be Selected)		
1.1 Track trends in annual production volume for select value chain or market system.	■	■
1.2 Obtain average eastern region domestic market prices and export market prices for both raw and processed value chain products and track changes.	■	■
Sub-Total of Fixed Fee (%) & Amount	■	■
Value Chain Analyses (C.3.1.1.B)		
1.3 Determine potential for value chain growth and establish a projection for each value chain.	■	■

1.4 Develop a set of assumptions regarding outreach capacity and historical performance of market development interventions.	████	█
Sub-Total of Fixed Fee (%) & Amount	████	█
Total for Component One (Analysis)	████	████
COMPONENT TWO: IMPLEMENTATION		
Initial Work Plan (C.3.1.2.A)		
2.1 Ensure improved inputs are used by 60,000 famers that apply improved farming techniques and benefit from extension services	████	████
2.2 Gurantee implementation of improved farming practices and the development of new market linkages are driven by 500 lead farmers	████	████
2.3 Verify crop losses are reduced by 50% through improved post-harvest handling	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Implementation Work Plan (C.3.1.2.B)		
2.4 Confirm program support benefits include 550 agriculture-related firms (110 women-owned)	████	████
2.5 Attest supply-side capacity of agribusinesses are strengthened through improved marketing and sales tactics	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Annual Project Work Plan (C.3.1.2.C)		
2.6 Assure capacity of agribusinesses to capitalize on international market opportunities are built by export promotion activities	████	████
2.7 Track financial management practices are improved to build demand-side capacity for financial services	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Work Plan Targets Report (C.3.1.2.D)		
2.8 To check complete testing and transfer of 35 technologies and management practices	████	████
2.9 Monitor input supply system developed to include private sector extension from input suppliers to farmers	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Two (Implementation)	████	████
COMPONENT THREE: FEEDBACK/LEARNING		
One Activity monitoring and Evaluation Plan (AMEP) (C.3.1.3.A)		
3.1 Assure baseline survey is completed for each value chain	████	█
3.2 Require annual CLA review is conducted with key stakeholders	████	████
3.3 Track monthly and quarterly performance assessments are performed	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Baseline Data Report		
3.4 To ensure the development of GIS maps	████	████

3.5 Guarantee context monitoring exercise is conducted by end of Year 3	████	█
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Three (Feedback/Learning)	████	████
Security Fee	█	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Four (Security)	████	████
Year Four 100% of Total Fixed Fee & Amount	████	████
YEAR FIVE		
COMPONENT ONE: ANALYSIS		
Deliverables	Portion of Fixed-Fee (%)	Total Amount
Value Chains Selection Report (C.3.1.1.A) (At least 3 value Chains must be Selected)		
1.1 Track trends in annual production volume for select value chain or market system.	████	████
1.2 Obtain average eastern region domestic market prices and export market prices for both raw and processed value chain products and track changes.	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Value Chain Analyses (C.3.1.1.B)		
1.3 Determine potential for value chain growth and establish a projection for each value chain.	████	█
1.4 Develop a set of assumptions regarding outreach capacity and historical performance of market development interventions.	████	█
Sub-Total of Fixed Fee (%) & Amount	████	█
Total for Component One (Analysis)	████	████
COMPONENT TWO: IMPLEMENTATION		
Initial Work Plan (C.3.1.2.A)		
2.1 Ensure improved inputs are used by 60,000 famers that apply improved farming techniques and benefit from extension services	████	████
2.2 Gurantee implementation of improved farming practices and the development of new market linkages are driven by 500 lead farmers	████	████
2.3 Verify crop losses are reduced by 50% through improved post-harvest handling	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Implementation Work Plan (C.3.1.2.B)		
2.4 Confirm program support benefits include 550 agriculture-related firms (110 women-owned)	████	████
2.5 Attest supply-side capacity of agribusinesses are strengthened through improved marketing and sales tactics	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Annual Project Work Plan (C.3.1.2.C)		

2.6 Assure capacity of agribusinesses to capitalize on international market opportunities are built by export promotion activities	████	████
2.7 Track financial management practices are improved to build demand-side capacity for financial services	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Work Plan Targets Report (C.3.1.2.D)		
2.8 To check complete testing and transfer of 35 technologies and management practices	████	████
2.9 Monitor input supply system developed to include private sector extension from input suppliers to farmers	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Two (Implementation)	████	████
COMPONENT THREE: FEEDBACK/LEARNING		
One Activity monitoring and Evaluation Plan (AMEP) (C.3.1.3.A)		
3.1 Assure baseline survey is completed for each value chain	██	██
3.2 Require annual CLA review is conducted with key stakeholders	████	████
3.3 Track monthly and quarterly performance assessments are performed	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Baseline Data Report		
3.4 To ensure the development of GIS maps	████	████
3.5 Guarantee context monitoring exercise is conducted by end of Year 3	██	██
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Three (Feedback/Learning)	████	████
Security Fee	████	████
Sub-Total of Fixed Fee (%) & Amount	████	████
Total for Component Four (Security)	████	████
Year Five 100% of Total Fixed Fee & Amount	████	████
Grant Total (Year 1-5) 100% of Total Fixed Fee & Amount	100.00%	\$1,620,386

B.6 INDIRECT COSTS

For the Prime Contractor:

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs will be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
Fringe Benefits (Home office/ Overseas)	████	a/	a/	a/
Fringe Benefits (Part Time & Intermittent)	████	b/	b/	b/
Overhead	████	c/	c/	c/
G&A	████	d/	d/	d/

a/Base of Application: Total full-time home office and full-time overseas labor dollars
 Type of Rate: Provisional
 Period: 01/01/15 - until amended.

b/Base of Application: Total home office part-time and intermittent home office labor dollars (Part-time and intermittent overseas labor dollars are not included)
 Type of Rate: Provisional
 Period: 01/01/15 - until amended.

c/Base of Application: Total direct labor dollars, B&P labor dollars and applicable fringe benefits
 Type of Rate: Provisional
 Period: 01/01/15 - until amended.

d/Base of Application: Total costs excluding G&A costs and pass-through other direct costs
 Type of Rate: Provisional
 Period: 01/01/15 - until amended.

Source: NICRA dated August 20, 2015

Note 1: The Contractor is allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the Contractor’s usual accounting procedures, consistent with FAR Part 31, and their Negotiated Indirect Cost Rate Agreement (NICRA).

Note 2: While subcontractor indirect cost rates are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above may be included in the contract budget, and are subject to approval of the Contracting Officer in accordance with FAR 52.244-2, Subcontracts.

B.7 CEILING ON INDIRECT COSTS

(a) Reimbursement for indirect costs shall be at the lower of the negotiated final pre-determined rates or the following ceiling rates:

Description	Year	Rate	Base	Type	Period
Home Office/Oversease Fringe Benefits	2015-2020	██████	1/	1/	1/
Part-time and International Fringe	2015-2020	██████	2/	2/	2/
Overhead	2015-2020	██████	3/	3/	3/
G&A	2015-2020	██████	4/	4/	4/

(b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

(c) This understanding does not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

B.8 COST REIMBURSABLE

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

B.9 PAYMENT OF FIXED FEE

Pursuant to FAR 16.306 (d) “Cost-Plus-Fixed-Fee Contracts”, payment of fixed fee is based on completion of the deliverables described in Section F, subject to inspection and acceptance by USAID as specified in section E, of the same and otherwise in compliance with the terms of the contract. Upon acceptance by USAID and receipt of approval from the Contracting Officer, the Contractor must submit an invoice for the amount of the fee associated with the deliverable and as stated in the Attachment two fixed fee distribution plan.

B.10 CANCELLATION CEILING AND MULTI-YEAR CONTRACT

In the event that the Government cancels requirements for services in subsequent program years under this contract, the following conditions will apply:

CLINs 0001 through 0003 are considered non-severable and are therefore multi-year contracts as defined in FAR 17.103, “Definitions”. This contract is subject to the requirements of FAR 17.106, “Procedures”.

Cancellation Dates:

Contract Year 2:	06/15/2017
Contract Year 3:	06/15/2018
Contract Year 4:	06/15/2019
Contract Year 5:	06/15/2020

Cancellation Ceiling: \$0.00

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 Cost 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 “Cancellation Under Multi-Year Contract”. Therefore, the cancellation ceiling for each cancellation date is \$0.00 as indicated above.

B.11 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 937. To support USAID activities and programs in Afghanistan a Source / Nationality waiver was signed by USAID Mission Director on June 22, 2016. This waiver is effective from July 24, 2016 through July 24, 2018, which permits procurement of goods and services from Geographic Code 935 for USAID programs and activities in Afghanistan.

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

Title: Regional Agricultural Development Program (RADP) – East

C.1 BACKGROUND

Agriculture is Afghanistan’s economic backbone because it plays a critical role in employing more than 80 percent of the population and contributes 24 percent of the country’s Gross Domestic Product (GDP) (World Bank Data, 2013). In spite of agriculture’s importance, Afghanistan’s productivity and competitiveness in many commodities significantly lags behind neighboring countries and its own historical levels. USAID’s programs have supported the capacity building of the Ministry of Agriculture, Irrigation and Livestock (MAIL), increased licit agricultural production and processing, and strengthened the connections from the farm to market. As the transition towards Afghan-led development gains momentum, the path to ensure greater and more inclusive economic growth includes building on the market-oriented skills of Afghan farmers and the private sector.

USAID launched the Regional Agricultural Development Program (RADP) to boost agricultural-led economic growth and improve food security by supporting farmers and agribusinesses in targeted value chains including wheat, livestock and high value horticulture. The RADP’s tactic to strengthen licit agriculture-based enterprises provides viable alternatives to opium poppy, an illicit crop which has beset many parts of the country. Three of the four RADP contracts: RADP-North; RADP-West and RADP-South, are operational. During a five year period, the three RADP contracts will have served approximately 370,500 beneficiaries.

RADP-East will be the last of four regional contracts established by USAID/Afghanistan. RADP-East will address the demand for agricultural goods and services by partnering with the private sector to develop inclusive, growth-oriented agricultural value chains. The other RADPs are implemented by teams of international and local contractors that *directly provide* equipment, supplies and technical assistance in a broad range of agricultural technologies and practices and in public policy formulation. The transfer of this expertise to farmers, government officials and other stakeholders resulting in the adoption of practices that increase in crop productivity, reduce in post-harvest losses, improve livestock health, and create a conducive policy environment for agricultural growth. In contrast, RADP-East will forgo elaborate staffing plans and multiple sub-activities and take a focused approach by which the contractor will identify constraints to businesses performance and their corresponding sales and improve production quality within select value chains. RADP-East will work as a *facilitator among various ‘actors’* (e.g. farmers, agriculture input providers, millers, traders, buyers) in, at least, three value chains to achieve demand-driven and market based solutions. USAID/Afghanistan’s Office of Agriculture (OAG) commissioned a baseline monitoring report in October 2013 that identified opportunities and constraints for agribusinesses in the eastern Region. This report helped inform the designers of RADP-East so that interventions to key production and marketing impediments can be introduced in ways that depend upon the actions of various private sector actors in select value chains and not the provision of subsidized resources from government or donor-funded programs. RADP-East will serve the provinces of: Ghazni, Kapisa, Laghman, Logar, Nangahar, Parwan, Wardak, and Kabul.

The Contractor will contribute to the development of a vibrant and prosperous agriculture sector in eastern Afghanistan (Intermediate Result 1.2). To achieve this, the Contractor will provide technical services to the private sector and producers in order to increase the competitiveness of selected value chains, expand the number of enterprises that can compete and upgrade their products and services in selected markets, and improve relationships and linkages between those firms and other market participants throughout the value chain. Project activities are expected to produce a “ripple effect” of continual upgrading in the private sector through spontaneous replication and investment. Overall, the

project is expected to increase the sales of agricultural goods and services in the selected value chains with a target of at least \$57 million beginning no later than the end of year 5 of the contract.

The legacy of RADP-East will be the transformation to growth-oriented agricultural markets where knowledge and innovation continue to flow into the marketplace from the private sector, based on “win-win” relationships, leading to a self-sustaining positive feedback loop.

C.2 PROJECT GOAL, PURPOSE, AND SUB-PURPOSE

Project Goal:

The goal of RADP-East is to foster the expansion of sustainable agriculture-led economic growth in eastern Afghanistan (Development Objective 1).

Project Purpose:

Contribution to the development of a vibrant and prosperous agriculture sector in eastern Afghanistan (Intermediate Result 1.2).

Project Sub-Purpose:

1. Decrease post-harvest loss of key agricultural crops to improve food security (Sub-Intermediate Result 1.2.1)
2. Increase commercial viability of agribusinesses (Sub-Intermediate Result 1.2.2)
3. Strengthen public and private agricultural service delivery strengthened (Sub-Intermediate Result 1.2.3)

The results framework for RADP-East and related portions of the Mission’s PMP are attached in section J, attachment 1.

C.3 SCOPE OF WORK

RADP-East must include the following three components:

1. Analysis – The selection of value chains and analysis of constraints, opportunities, leverage points, and development of value chain intervention work plans (approximately 10% of total effort).
2. Implementation – All activities with the private sector, government, or civil society based on the analysis component (approximately 80% of total effort).
3. Learning/Feedback – Including the baseline survey, performance monitoring and evaluation system, and collaborating, learning, and adapting (CLA) activities (approximately 10% of total effort).

While the above list is sequential, the activity will, in reality, be a loop where analysis finds opportunities in markets, implementation of activities drives changes in how markets function, and learning/feedback drives refinement of activities towards those that are most effective in achieving the project objectives.

RADP-East shall be: (a) market-driven; (b) flexible and responsive to targets of opportunity; and (c) results-oriented. The Contractor must implement RADP-East in close coordination with other USAID and donor-supported projects involved in rural economic growth activities.

In order to achieve the goal identified in the SOW, the Contractor must provide a wide variety of services to support each of the components. The SOW provides a description of the activities and deliverables that are envisioned as the minimum required under each project component. Attachments are also provided to give more information related to the standard expected for activity implementation and deliverable quality. The required minimum deliverables are outlined in Sections C and F. The Contractor is required

to identify and carry out any additional activities that are needed to achieve the desired goal and meet the deliverables.

C.3.1 PROJECT COMPONENTS

RADP-East contains three components, and deliverables for each component. The deliverables are listed in each component section below and in F.6 of the RFP.

C.3.1.1 Component One: Analysis

Value Chain Selection and Analysis

Throughout the implementation of RADP-East, the Contractor will identify potential value chains for possible inclusion in the project utilizing their experiences and analytical research.

Deliverables:

Where applicable, the deliverables under this component must incorporate the cross cutting principles under section C.3.2. In order to achieve the objectives under this component, the Contractor will produce the following key deliverables:

a) Three value chains:

The Contractor must work with (but is not limited to) a minimum of three value chains, which may include interconnected input and output markets (e.g., input supply, veterinary services, etc.) as relevant. The value chains must be proposed and approved by USAID within 120 days from contract award.

Value chains will be selected from within the fruits, nuts, cereals, livestock, vegetable, and other promising sectors.

Criteria for value chain selection will include:

- Potential for increasing sales throughout the value chain;
- Potential for benefiting large numbers of farmers;
- Positive impact for women;
- Positive impact for youth;
- Strong potential opportunities for private sector investment;
- Strong private sector leadership/interest;
- Potential for upgrading; and
- Strong market opportunities – local, regional or international.

Not all selected value chains will need to achieve a high rating against all criteria, but all criteria must be considered during selection. USAID must approve the selection of all value chains for the project, in order to ensure that the project does not get spread too thin.

b) Analyses of identified value chains and summary report:

Following the selection of the value chains in the target area, the Contractor must complete an analysis of the identified value chains, including a value chain map. This analysis must begin with a desk study to ensure that findings from previous analyses are included. The analyses must contain a map of the value chain, an analysis of constraints and potential solutions, and findings related to vertical and horizontal relationships (e.g. level of cooperation or competition) in the value chain. The Contractor may select the

tool for analysis of these relationships (e.g. political economy analysis). The value chain map and analysis must explain how the value chain operates, and the analysis of relationships within the value chain must explain why the market functions the way that it does. The analysis must also include a summary of the end market requirements (i.e. product or operational requirements) for each selected value chain¹. The Contractor must review the USAID Value Chain Development Wiki Page for questions related to value chain methodology (<http://www.microlinks.org/good-practice-center/value-chain-wiki>).

In many cases, the inefficiencies in one market are caused by another interconnected service market (e.g. business development services, ICT, input supply services, agronomic services, etc.). The Contractor must provide analyses of interconnected markets when they are identified to be priority constraints for the selected value chains. Interconnected markets may be included as selected value chains, if they are found to be a priority constraint for multiple agricultural value chains.

The Contractor must produce summaries (a maximum of two-pages) for each value chain that provides the essential elements of the selection, identified constraints, expected activities, and expected results. These summaries must be updated as the value chain work plans are updated. The value chain analyses and summary report must be completed within 210 days from contract award.

C.3.1.2 Component Two: Implementation

The contractor must propose methods of intervention consistent with the following:

1. Utilize the value chain approach to identify end-market opportunities and requirements and the constraints holding back market improvements.
2. Use the least intrusive interventions to bring about desired changes. Facilitate change in the market without becoming a direct service provider in the market. Facilitation aims to improve the functioning of a market system and to catalyze systemic change without taking a direct role in the system. The objective of facilitation is to ensure sustainability by working through market participants as drivers of the change process. Facilitation focuses on both opportunities and constraints that explain why the market system functions the way it does. While understanding the “tangible” constraints to systemic change, such as lack of access to resources or markets, facilitation also addresses the “intangibles,” such as lack of trust between market participants, lack of transparency, rent seeking behavior, power asymmetries and/or sociocultural beliefs and norms that underpin why people behave the way they do.
3. Seek ‘leverage points’ in targeting interventions to strategic points in the selected market systems that have potential for generating broader systemic change. Use of influential social networks, social or cultural norms, economic incentives, or aggregation points in marketing systems are examples of leverage points.
4. Use innovative and experimental approaches which are supported by evidence-based research that indicates their efficacy.
5. Seek to demonstrate, scale up, and exit the market. The demonstration effect of successful approaches and interventions influences the attitudes, incentives and behaviors of other value chain actors. Demonstrations can relay success to wide numbers of market participants. Once influential or less risk-averse individuals adopt changes during the demonstration phase, other individuals are motivated to replicate them. Carefully reducing project support and/or increasing self-selection helps ensure that adoption and change are driven by the value seen in adopting the change, rather than by the simple receiving of assistance. As the process reaches a certain critical mass or saturation point, the project must cease its support (or exit) and shift focus to the next incremental intervention.

The Contractor may use a variety of methods to intervene in the selected value chains but the Contractor must use the least intrusive method possible, as described above, to ensure that they do not take over market functions.

Some examples of targeted, strategic market interventions to reduce risk and influence the behavior of market participants include matching grants and promotional activity grants. Some illustrative methods of implementation are provided below:

1. The Behind the Veil project increased incomes for over 9,000 rural embroiderers by 300% in Pakistan. This project was funded by USAID and implemented by Mennonite Economic Development Associates (MEDA) and the Entrepreneurship Career Development Institute (ECDI). The project's objective was to integrate rural women into more profitable value chains, to increase their economic participation, and enable greater contribution to household income. A market assessment, conducted by ECDI and MEDA, revealed that the quality of the embroidery of rural women in Pakistan was excellent, but that products were generally sold into low value traditional markets through monopolistic buying channels. Transactions had to take place through a male family member, and sequestered women therefore did not have the knowledge or opportunity to develop products for alternative markets. At the same time, there was a growing middle class of Pakistani women in urban centers willing to pay a premium for quality hand-embroidered garments in contemporary styles.

Market research uncovered a fledgling business model for replication which could help producers sell to this new and growing market. Under the model, female sales agents were able to purchase products from homebound women embroiderers for sale to retailers. Male family members would generally not object to women from within their community coming to their homes to conduct business with the women in their families. The model also addressed isolation constraints by providing producers with a link to the market, through which critical support services, such as information, modern designs, and inputs, could be channeled.

Behind the Veil focused on developing the embroidered garment value chain by identifying mobile women to become sales agents and replicating this sales agent model. Women sales agents purchased finished fabrics from embroiderers for sale into higher value urban markets. As part of these transactions, the sales agents embedded product information, quality control and contemporary designs into their services. The project also stimulated the supply and demand of commercial design services into the value chain by connecting Sales Agents to skilled designers. Awareness of this crucial market information ensures that homebound embroiderers are better equipped to respond to current fashion trends and the demands of middle-class consumers. Through these activities, the project was able to address the critical constraints that prevented the growth of the embroidered garment subsector.

2. The USAID-funded Zambia Production, Finance and Improved Technologies (PROFIT) program increased incomes for 143,000 farmers of maize, beans, and groundnut by 273%. Instead of working directly with farmers, the project identified market participants, commercial input suppliers, which viewed farmers as potential customers and therefore saw a win-win relationship with farmers. Input suppliers saw that, if farmers' yields and profits increased, then their need for additional products would increase. Even with this potential, input suppliers faced inherent risks of trying to provide services in a dispersed network of smallholder farmers. The project used targeted, strategic market interventions (referred to in the project as "smart subsidies") to work with the commercial input suppliers to create a cadre of for-profit input supply agents operating in villages and towns. The commercial input suppliers provided product training to the agents along with a supply of inputs and the agents provided feedback from the farmers to the commercial input suppliers. The PROFIT project did not become part of the market by delivering services directly but instead worked with input suppliers and agents to understand their risks and incentives to create an agent network that would last beyond the life of the project.

3. The Animal Health Program (AHP), implemented by Mercy Corps, supported by the Dutch Committee for Afghanistan, with funding from USAID, focused on creating an improved and sustainable veterinary services system in Kandahar, Helmand, Daykundi, and Uruzgan Provinces of Afghanistan. The objective of the project was to increase food security for these provinces by improving livestock production. AHP changed from a direct service provision model to a value chain methodology and helped 22 veterinary field units (VFUs) privatize and diversify their service offerings. They did this by training VFUs in lab diagnosis, treatment, vaccination and artificial insemination (AI). AHP also supported VFUs in the procurement of quality drugs by locating and partially subsidizing the purchase of quality drugs. As VFUs became recognized as providers of quality drugs and reliable, diversified services the income of each VFU increased. The combined total income increased from approximately \$2,000 to \$8,000 in one year.

To prepare the VFUs to become wholly independent upon project completion, the AHP created a systematic subsidization withdrawal schedule dependent upon the VFUs level of income. Once the VFUs were able to provide quality services and products, AHP assisted the VFUs in their marketing strategies. Rather than dictate what marketing strategies the VFUs should implement, the AHP localized the VFU marketing campaigns to facilitate each VFU to identify and implement the marketing strategies they saw as applicable. Examples of marketing strategies used by VFUs were direct solicitation of community leaders and elders; site visits; business cards and radio and newspaper.

AHP also established female basic veterinary workers (FBVWs) to provide animal health services to women to care for livestock. FBVWs assisted VFUs increase their client base by referring farmers and Kuchi nomads to a VFU if the FBVW was unable to treat an animal. AHP identified a culturally suitable solution by training mostly older women or widows who were allowed to work outside the home and provide services to other women.

Deliverables:

Where applicable, the deliverables under this component must incorporate the cross cutting principles under Section C.3.2. The contractor will deliver the following Value Chain intervention work plans:

a) Initial WorkPlan

The Contractor must provide an initial work plan that includes a baseline data plan that outlines steps to complete baseline and analysis of potential value chains. This initial work plan must be provided within 60 days of contract award.

b) Implementation Work Plan – Year 1

The Contractor must provide an implementation work plan that covers the project activities for the first year of implementation to ensure that USAID can monitor the project's effectiveness. This implementation work plan must include detailed value chain work plans that expressly identify and detail interventions and activities in each selected value chain, or interconnected service market. The value chain work plans function as the strategy for each value chain and the contractor must complete all activities included in the annual value chain work plans. These work plans will be placed as annexes to the project annual work plan as they are developed. They will be due as analyses are completed under the analysis component of RADP-East, no later than 8 months (240 days) after award. Each value chain work plan must contain a causal model (i.e. theory of change), strategic framework, and an annual target for increases in sales. A strategic framework includes interventions, targets, and an exit strategy. Each annual work plan must be approved by USAID prior to the execution of interventions and activities. USAID must be notified of any changes to an approved value chain work plan.

c) Annual Project Work Plans – Year 2 until contract completion

Within 60 days from the end of the first year of the contract, the Contractor must provide an annual work plan that includes the value chain work plans as annexes and any additional activities planned for the upcoming year (e.g. addition of any new value chains, analyses, etc.). USAID maintains the right to adjust, by mutual agreement, the due date of the second year and subsequent years' annual work plan to be in synch with the United States Government's fiscal year.

d) Work Plan Targets

Targets identified from the value chain analyses and the resulting work plans must be made part of the deliverables and incorporated into the contract.

**C.3.1.3 Component Three: Monitoring and Evaluation (M&E) Plan
Feedback/ Learning**

The Contractor must develop a detailed activity monitoring and evaluation plan (AMEP) that will assess on a scheduled and systematic basis the progress towards accomplishments of planned targets. The AMEP must lay out a methodology for assessing results, which unit will be responsible for designing and implementing the plan, and the method by which the Contractor /team must communicate the results of the monitoring to USAID. The AMEP must align with the Project M&E Plan (PMEP) and the USAID/Afghanistan PMP, reflecting the following Development Objectives and Intermediate Results of the Mission's Agricultural Results Framework:

DO1: Sustainable Agriculture-led Economic Growth Expanded;
IR 1.2: Vibrant and Prosperous Agriculture Sector Developed;
Sub IR1.2.1: Productivity of Key Agriculture Crops Increased; and
Sub IR1.2.2: Commercial Viability of Agribusinesses Increased.

The AMEP is required to include the following elements:

- Measurable indicators pertinent to activity-level management, monitoring, and reporting;
- A Results Framework aligned with USAID/Afghanistan's Mission PMP Development Objective 1 (see below);
- A development hypothesis and critical assumptions;
- A logical framework;
- An evaluation plan including questions and survey methods;
- A Performance Indicator Table summarizing the key performance monitoring information and inclusive of baselines and both LOP and annual targets (baselines must be established within eight months (180 days) of award);
- Performance Indicator Reference Sheets for each indicator including detailed description/definition of the indicator, data source, data survey method and limitations;
- A Performance Management Task Schedule that includes any special studies, assessment, and surveys that will be conducted as part of the M&E activities; and
- An outline of the knowledge management process through which data and findings will be communicated and shared among partners and reported to stakeholders including USAID.
- GIS data.

Baseline data

The Contractor must collect baseline data for each value chain, which will be used to evaluate program impact and results in each quarterly report. Baseline data must be collected and submitted to USAID within 60 days of approval by USAID of each selected value chain or 180 days after contract award.

Deliverables:

The contractor must deliver the following:

- a) *Activity Monitoring and Evaluation Plan (AMEP) within 180 days from contract award.*
- b) *Baseline Data Report within 180 days from contract award.*

Performance Monitoring

The draft AMEP should make use of USAID/Afghanistan's Mission PMP indicators provided for DOI, found in Attachment 1. However, a successful AMEP will be one that is tailored to the activity and is both complete and concise. The AMEP must take into consideration the following criteria when choosing indicators:

- **Validity.** Validity refers to the extent to which a measure actually represents what we intend to measure. In the USAID context, we focus on three key dimensions of validity: face validity, attribution, and measurement error. Face validity means an outsider or an expert in the field would agree that the data is the true measure of the result. Attribution focuses on the extent to which a change in the data is related to USAID interventions. Measurement error results primarily from poor design or poor management of the data collection process.
- **Integrity.** Data that are collected, analyzed, and reported should have established mechanisms in place to reduce the possibility that they are intentionally manipulated for political or personal reasons. Data integrity is at greatest risk of being compromised during collection and analysis.
- **Precision.** Data should be sufficiently precise to present a fair picture of performance and enable management decision-making at the appropriate levels. One key issue is whether data is at an appropriate level of detail to inform related management decisions. A second key issue is what margin of error (the amount of variation normally expected from a given data collection process) is acceptable given the management decisions likely to be affected. In all cases, the margin of error should be less than the intended change.
- **Reliability.** Data should reflect stable and consistent data collection processes and analysis methods over time. The key issue is whether analysts and managers would come to the same conclusions if the data collection and analysis process were repeated. Progress toward performance targets should reflect real changes rather than variations in data collection methods. When data collection and analysis methods change, the plan should be updated.
- **Timeliness.** Data should be timely enough to inform management decision-making at the appropriate levels. One key issue is whether the data is available frequently enough to inform the appropriate level of management decisions. A second key issue is whether data is current enough when it is available.

Overall, the project is expected to increase the sales of agricultural goods and services in the selected value chains with a target of at least \$57 million beginning no later than the end of year 5 of the contract. In order to track progress towards this in selected value chains in project areas, the following indicators, at minimum, must be included. These indicators must be sex disaggregated.

- Number of agro-enterprises and new businesses created and/or receiving benefits from the project
- Measures to indicate degrees of sustainability of economic growth in the agricultural sectors in the project areas
- Increase in final sales of licit farm products from assisted agribusinesses
- Percent increase in farmer incomes in target area

Evaluations

Evaluations will provide accountability to stakeholders and learning to improve effectiveness. External evaluations at USAID are impact or performance evaluations and are commissioned by USAID and not the contractor. USAID/Afghanistan evaluations are conducted according to ADS 203.3.1. It is anticipated that there will be a mid-term evaluation and a final impact or performance evaluation, conducted one year after the completion of the activity, commissioned by USAID. As such, the contractor’s PMEP must provide detailed information regarding proposed survey methods for a baseline surveys that can be used to measure the effect of the activity’s interventions over time on increased sales of agricultural goods and services in the selected value chains.

C.3.2 CROSS CUTTING PRINCIPLES

The contractor will integrate the following into each of RADP-East’s components:

C.3.2.1 Sustainability

As noted in Section C.3.1B, Implementation, RADP-East will use sustainable methods to achieve results. USAID/Afghanistan has developed a new 10-year strategy that identifies sustainable agriculture-led economic growth as Development Objective 1. As stated in Attachment 14, Key Elements of the Value Chain Approach, “Direct interference in the value chain typically threatens sustainability, drives service providers into the donor market, and isolates medium and small enterprises (MSE) from market-based actors. By contrast, the value chain approach seeks to facilitate changes in firm behavior that increase the competitiveness of the chain and generate wealth for all participating firms, thereby contributing to economic growth with poverty reduction.”

C.3.2.2 Gender

RADP-East will support gender equity in agriculture by supporting women with opportunities to move up the value chain. A gender analysis and report is due within 90 days of contract award. In addition, the Contractor must present a clear strategy for integrating women into RADP-East and include said strategy in the initial work plan due within 120 days. Gender equity will be included in all planning, implementation, and monitoring of activities.

Although women play an important role in agriculture, they have very limited control over productive resources and decision making. Women’s participation is primarily family-based and unpaid, and therefore is not accorded significant status in economic indicators. In the context of Afghanistan, until recently, agriculture programs directed towards women have dealt almost exclusively with practical needs. These programs involved women almost exclusively as beneficiaries and in micro-scale, home-based activities. While these programs may have improved the condition of women’s lives in the immediate term, they have been less successful at altering traditional roles and relationships. While opportunities for women were increased, their capacity to fully capitalize on opportunities did not.

Generally tradition has limited women’s interaction with outsiders and confined to the private space of the household. Yet, in focus group discussions with agricultural women, it has become clear that opportunities that can provide income – even those outside the home – are possible and permitted, if it improves the income and welfare of the family. The impact of these traditional and cultural norms varies

regionally. However, this first step in moving women up and out in the value chain (by moving them out of the home) is critical to building better opportunities and gender equality. Furthermore, bringing increased income to the family can improve the perception of a woman's "value" and respect within the family and can improve family dynamics and relationships.

The recent USAID study on gender and agriculture recommends in the eastern regions, where cultural conservatism is high, that women can support the local agriculture economy from home, or through agribusiness value addition, but in a safe space where privacy is maximized. Men were found to be positive on women's role in agriculture, but were resistant to permitting them to work in open spaces where contact with other men was pervasive. USAID gender studies also indicate that safety and security for women refers not only to physical protection but also to a woman's reputation, in which the honor of the family is heavily vested. Conditions in which women work, study or gather, their means of transport, the availability of clean sanitary facilities, and the proximity of men to women, all factor into what is considered secure. Both men and women in the East were more eager for agricultural education than in other parts of the country. Where market development activities lead the Contractor to engage directly with communities, the Contractor will work in conjunction with the community and families, local government leaders, and NGOs to find women that can be productive participants, given safety and security concerns, their level of education, and demands on their time.

A key initiative of USAID's Regional Agricultural Development Programs (RADPs) is to require that at least 15% of the participants in value-chain facilitation interventions are female beneficiaries. The Contractor will need to develop a Women's Integration Strategy that promotes the vertical integration of female beneficiaries, in the selected value chain, through market activities or value-chain facilitation interventions. The successful vertical integration of women into a value chain "niche", a vertical link in the value chain, should result in a sustainable income for the female beneficiary and, if applicable, her employees. For female owned small to medium sized agribusinesses, the over-arching project goal will be an increase in the efficiency and competitiveness of the agribusiness resulting in a sustainable income for the owner and all employees of the business with an ultimate project objective of doubling their income during the life of the project. The Women's Integration Strategy must be submitted to USAID within 120 days of contract award.

C.3.2 3Linkages to other USG and donor programs

RADP-East will build on the achievements of two USAID projects: Incentives Driving Economic Alternatives for North, East, and West (IDEA-NEW) and the Commercial Horticulture and Agricultural Marketing Program (CHAMP).

RADP-East will coordinate efforts with other ongoing USAID activities, which will operate to a greater or lesser extent in the region. These include: Agricultural Credit Enhancement/Agriculture Development Fund (ACE/ADF) and Assistance in Building Afghanistan by Developing Enterprises (ABADE). The RADP-East management team will be required to assess and coordinate with the activities of these projects, to the extent that they are still active in the region at the time of award, in order to ensure that the impact of USAID resources is being maximized. RADP-East will also collaborate with the RADP-South project to address economic policy and enabling environment issues that affect the region.

The Contractor will coordinate, where appropriate, with relevant non-agriculture programs that may complement RADP-East outcomes (see section C.2), such as health/nutrition programs that address malnutrition (recognizing that improved nutrition is an essential component of food security). More information on USAID's programs in Afghanistan can be found at <https://dec.usaid.gov>

Upon award, the RADP-East management team will need to identify and assess other donor programs operating in the region, in order to ensure that RADP-East activities build upon and support those efforts. USAID staff will facilitate these discussions with other donors.

C.3.2.4 Linkages to GIROA

RADP-East is harmonized with Afghanistan's National Agricultural Development Framework (NADF) and MAIL's five priorities -particularly food security and agribusiness. Moreover, RADP-East's design aligns with the Government of the Islamic Republic of Afghanistan's (GIROA) National Priority Programs (NPP) for the Ministry of Agriculture, Irrigation, and Livestock (MAIL). Under GIROA's NPP for MAIL there are four program areas:

1. National Water and Natural Resource Development
2. National Comprehensive Agricultural Production and Market Development
3. National Rural Access program
4. Strengthening Local Institutions

RADP-East will contribute primarily to NPP program area 2 (NPP2), National Comprehensive Agricultural Production and Market Development. Under each program area, there are different initiatives; RADP-East will contribute directly to the Enterprise and Market Development, (EMD) initiative of NPP2. The EMD initiative, similar to RADP-East, takes an integrated approach that prioritizes the most promising areas for support in value addition and market development in the rural economy and then provides focused technical assistance for enterprises and farmers. This alignment between RADP-East and GIROA's EMD initiative will contribute to agricultural growth and increased food security in Afghanistan by creating market-oriented opportunities for on and off farm enterprises and employment. MAIL's leadership envisions that the EMD initiative, which was launched in 2013, will result with a 50% increase in rural incomes and employment by the end of year 10. In addition, MAIL estimates, in the same time period, an increase of \$2.5 billion in domestic and international sales due to improved quality and quantity of agricultural products. Although GIROA's sales goals are ambitious, RADP-East is expected to contribute to an increase in sales of agricultural goods and services in the selected value chains by at least \$57 million by the end of year 5, which is one year after the contract end date. The projection of \$57 million in sales is predicated on USAID's value chain facilitation programs similar to the RADP-East design. The methodology used has shown to result in a sales value that, at minimum, is double the cost of the program's investment.

RADP-East will also strengthen local technical capacity to upgrade the performance of agricultural value chains thereby helping Afghans achieve and sustain the NPP targets. RADP-East is consistent with USAID/Afghanistan's "Strategy for Transformation: 2014-2024." The program is designed to support the Strategy's Development Objective 1-"Foundation Created for Sustainable Agriculture-Economic Growth," by contributing to the achievement of the Intermediate Result (IR) 1.2-"Vibrant and Prosperous Agriculture Sector Developed". RADP-East also contributes to the Mission's Performance Management Plan Intermediate Result 1.2.2 Commercial Viability of Agribusinesses increased.

RADP-East will coordinate with MAIL's development strategy, as seen in the cluster on National Comprehensive Agriculture Production Component, including the Food for Life program, and Market Development Component. RADP-East is a subnational program designed to support farm communities and private sector actors along agricultural value chains. RADP-East will work with Provincial DAILs to ensure alignment of value chain programming with provincial priorities for economic development. USAID will lead the coordination effort with MAIL in Kabul and RADP-East will participate in any required coordination activities.

C.4 MANAGEMENT STRUCTURE AND OFFICE LOCATIONS

The preponderance of USAID/Afghanistan staff is based in Kabul, with limited representation in eastern Afghanistan. Due to security considerations, USAID/Afghanistan staff will continue to face stringent and often unpredictable restrictions on their movements within Afghanistan. This limited mobility poses a significant challenge for effective USAID oversight of a complex project with regional coverage. In devising its management structure and office locations, the Contractor must strike a balance between the need for an operational presence in close proximity to project activities and the need for close contact and collaborative relationships with USAID/Afghanistan managers.

C.5 ELECTRONIC PAYMENTS

USAID, through the Financial Access for Investing in the Development of Afghanistan (FAIDA) program and other programs, has encouraged the use of electronic payments, including mobile money, to extend affordable and accessible payments to low-income populations, create cost savings, promote economic development, increase transparency, strengthen security, and broaden financial sector inclusion. The contractor should utilize these services to the greatest extent feasible within its company policy to strengthen the efficiency and security of financial transactions at all stages of value chain activities.

C.6 GRANTS UNDER CONTRACTS

The RADP-E activity includes GUCs to increase efficiencies, adoption of new and appropriate technologies, improved marketing, or other activities that increase overall competitiveness of the agriculture sector. A total of \$2.5 million will be made available for the GUC. Grant recipient needs to be farm community organizations, agribusiness entrepreneurs, market information organizations, public education organizations, and other key private agricultural sector organizations and Local NGOs. Emphasis should be placed on working with non-governmental Afghan organizations and institutions when possible, but in certain cases, U.S.-based NGOs and third country NGOs may also receive funding.

The contractor is required to submit a grants manual within 30 days after contract is signed for Contracting Officer Representative (COR) review and the final version need to be submitted within 60 days after the contract is signed for approval of the Contracting Officer (CO).

[END OF SECTION C]

SECTION D: PACKAGING AND MARKING

D.1 APPROVAL OF BRANDING IMPLEMENTATION & MARKING PLAN

Branding & Marking under this contract shall comply with the USAID Graphic Standards Manual in accordance with ADS 320, available at <http://www.usaid.gov/branding> or any successor branding policy. DAI's Branding Implementation Plan/Marking Plan submitted as part of DAI's FPR proposal on February 19, 2016 is incorporated under Section J Attachment 1.

D.2 BRANDING STRATEGY

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

Program name: Regional Agricultural Development Program – East (RADP-East).

Branding: All USAID logos on materials and communications produced under this program will be positioned in accordance with the standardized USAID regulations on branding. DAI will use full, exclusive USAID branding and the USAID tagline “This assistance is from the American people, jointly sponsored by USAID and the Government of the Islamic Republic of Afghanistan,” on materials and communications, which may be translated as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer's Representative (COR) and Contracting Officer (CO), if the activity is jointly sponsored.

Desired level of visibility: All branding will comply with the standardized USAID regulations on branding. USAID identity will be prominently displayed on commodities and equipment; in printed, audio, visual, and electronic public communications; in studies, reports, publications, websites, and promotional and informational products; and events.

Organizations to acknowledge: The branding may acknowledge other organizations deemed as partners of an event or deliverable, at the discretion of the COR and CO.

D.3 AIDAR 752.7009 MARKING (JAN 1993)

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

[END OF SECTION D]

SECTION E: INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

E.2 INSPECTION AND ACCEPTANCE

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

[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 H of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
52.242-15	STOP WORK ORDER	AUG 1989
52.242-15	STOP WORK ORDER (Alternate I)	APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is anticipated to be five (5) years from the date of award.

F.3 PLACE OF PERFORMANCE

The Place of Performance under this contract is eastern region of Afghanistan which includes Nangarhar, Logar, Laghman, Kapisa, Parwan, Wardak, Ghazni, and Kabul provinces.

F.4 DELIVERABLES AND REPORTS

Additional Reporting Requirements:

	Deliverable	Deliverable Due Date	Means of Verification
a.	Environmental Mitigation and Monitoring Plan (EMMP)	Within 60 calendar days after award	Submitted electronically to COR and Alternate COR
b.	Gender Analysis and Report	Within 90 calendar days after award	Submitted electronically to COR and Alternate COR
c.	Women's Integration Strategy	Within 120 calendar days after award	Submitted electronically to COR and Alternate COR
d.	Short-Term Consultant Technical Reports	Within 15 calendar days upon completion of services of each short-term technical consultant	Submitted electronically to COR and Alternate COR
e.	Monthly Progress Reports (As per the format established by the COR)	On the 15 th day of the following month	Submitted electronically to COR and Alternate COR
f.	Quarterly Progress Reports (As per the format established by the COR)*	Within 30 calendar days of the end of each USAID financial quarter	Submitted electronically to COR and Alternate COR GIRoA as directed by COR
g.	Annual Reports (As per the format established by the COR)*	Within 30 calendar days at the end of each USAID fiscal year	Submitted electronically to COR and Alternate COR
h.	Quarterly Financial Reports	March 15 th , June 15 th , September 15 th , and December 15 th	Submitted electronically to COR, Alternate COR and

			USAID/AFG FMO
i.	Closeout Plan	Within 90 calendar days prior to the end of the contract	Submitted electronically to COR and Alternate COR
j.	Final Report*	Draft submitted within 45 calendar days before contract completion Final submitted within 30 calendar days after completion of the contract	Submitted electronically to CO, COR and Alternate COR

- *Items identified by an asterisk (*) will also be submitted to the USAID Development Experience Clearinghouse (DEC) after COR approval of final draft versions*
- *Quarterly and annual reports: The Contractor must submit quarterly and annual reports, short monthly operational briefs (no more than five pages), and quarterly data entry into Afghan Info. Quarterly and annual reports must include results against indicators and must be submitted within 30 calendar days of the end of each USAID financial quarter and fiscal year respectively.*

F.5 DESCRIPTION OF THE REPORTS:

- Environmental Mitigation and Monitoring Plan:** This will be developed by the Contractor and approved by USAID prior to the launch of each activity having a potential adverse impact on physical and natural environment.
- Gender Analysis and Report:** The Contractor must submit a report to the COR examining the different roles, rights, and opportunities of men and women and relations between them. It also identifies disparities, examines why such disparities exist, determines whether they are a potential impediment to achieving results, and looks at how they can be addressed. The gender analysis must include the collection of sex-disaggregated or gender-sensitive data.
- Women’s Integration Strategy Report:** The Contractor must submit a report to the COR presenting a strategic plan that promotes the vertical integration of female beneficiaries, in the selected value chain, through market activities or value-chain facilitation interventions.
- Short-Term Consultant Reports and Technical Reports:** Upon completion of the services of each short-term consultant, the Contractor must submit a report to the COR summarizing the activities, accomplishments and recommendations of the consultant.
- Ad hoc Reporting:** The Contractor must fulfill all requests from the COR regarding Agency, congressional, or presidential inquiries. As necessary, programs will illustrate the outcome result of any/all activities. As applicable, any special reporting requirements will be communicated to the contractor well in advance.
- Quarterly Reports:** The main thrust of the quarterly report is to discuss progress towards the indicators and intermediate results in the Performance Management and Evaluation Plans and a section outlining how the contract objectives have been achieved that quarter. These reports will discuss progress made during the previous quarter, problems encountered when not routine, successes or anecdotes worthy of highlighting, and good practices for programming in less-permissive areas. These reports will also provide a narrative update for each value chain.

Quarterly Reports must include at least one USAID-approved Success Story in the approved USAID format. Quarterly reports may be submitted to GIRoA authorities at the provincial and district level and be used for briefing Governors and sub-national GIRoA representatives.

- g. Annual Reports:** This is a comprehensive narrative report summarizing the previous year's activities and accomplishments against the respective annual work plan indicators. Annual reports will be submitted in lieu of the fourth quarterly report of every year. Annual reports must clearly distinguish between the quarterly results and annual reports.
- h. Quarterly Financial Reporting:** The Contractor must submit to the COR and to the USAID/Afghanistan Financial Management Officer (FMO) brief quarterly expenditure reports which will contain a summary page which shows spending by category for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures. The quarterly report will also outline expenditures by results. If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor will include a brief note to that effect, with the specific amount involved, thus enabling the COR to accurately track expenditure rate. These reports will be submitted approximately two weeks before the end of the quarter.
- i. Closeout Plan:** The Contractor must submit a Closeout Plan to the CO with a copy to the COR for approval 90 days before the contract completion date. The plan must include, but not limited to: a Property Disposition Plan; a plan for the phase-out of in-country operations; and a delivery schedule for all reports or other deliverables required under the Contract.
- j. Final Report:** At least 45 calendar days prior to contract completion, the Contractor must prepare and submit one draft electronic version (as a single MS Word file) of the Contract Completion Report to the COR which summarizes the accomplishments of this contract, methods of work used, recommendations regarding unfinished work and/or project continuation, and the financial status of the contract. The final Completion Report must also contain an index of all reports and information products produced under this contract. Once approved by the COR, the Contractor must submit the final report within 30 calendar days of contract completion to:

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

Email: docsubmit@dec.cdie.org

By mail (U.S. Postal Service):

Development Experience Clearinghouse,
8403 Colesville Road, Suite 210,
Silver Spring, MD 20910, USA;

The report will include, but not be limited to:

- Financial report showing, by line item, the amounts expended.
- Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
- Clearly show how the contract objectives have been accomplished or not and why.
- Discussion of problems encountered and where objectives were not achieved.
- Lessons learned.
- Suggestions concerning desirable future and follow-on projects, if any.
- Description of all District entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations which whom the Contractor worked with and an evaluation of their strengths and weaknesses.

- Index of all reports and information products produced under this contract. Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC).
- Analyze baseline data versus the final results.

F.6 STATEMENT OF DEVELOPMENT OUTCOMES AND MILESTONES

RADP-East will contribute to the following accomplishments:

- Overcoming production and marketing constraints in select value chains resulting in increased profitability of enterprises and increased income for business owners;
- Improving food and economic security as a result of achievements within value chains
- Increasing women’s participation and financial benefits accruing to women.
- Strengthening local market systems and increase economic returns for small and medium scale businesses.

The conceptual framework for RADP-East builds on key modalities, outcomes, and components in order to provide a coherent, long-term development approach. The program will complement and expand on USAID’s development hypothesis aligned the theory of change discussed in Section C.3.1b to achieve measurable, sustainable results.

The contractor will be required to collect baseline data for all indicators and this baseline will be used to evaluate program impact and results in each quarterly report. Agreement will be reached between the contractor and the respective COR as to how data for these indicators will be tracked to ensure consistency. Baseline data report will be completed within the first six months (180 days) of contract award.

Outcome indicators will require accurate baseline data. The baseline will include secondary data collection where possible and primarily field data, including a control group, to verify household or enterprise level indicators. Afghan agriculture is notoriously variable (weather being only one cause) and these variables will be taken into account in quarterly analysis and reporting of results. However, USAID will require rigorous methods for analysis and attribution of project interventions against the baseline as well as observed changes in production, yields, or income.

The PMP will provide detailed methodology for how all outcome indicators and the underlying theories of change will be accurately reported based on baselines, control, and treatment data. The contractor must include how program staff will be trained and utilized in data gathering, management and analysis in support of the monitoring and evaluation process.

The contractor must think carefully and strategically about which indicators are appropriate within the proposed program context and adequately reflect programmatic results. The focus of these indicators must be on the quality of measurement capacity and ability to gather requisite information. The contractor must provide an illustrative PMP as part of the proposal. The final PMP for the successful contractor will be finalized with USAID.

Below are illustrative higher level outcomes linked to indicators:

Outcome 1. Increase women’s participation in agricultural value-chain activities.

Expected Results

The inclusion of women in highly profitable agricultural activities.

Required Indicator

- At least 15 percent of participants in programs designed to increase access to productive economic resources will be women.

Outcome 2. Increased profitability of small and medium agribusinesses.

Expected Results

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

Required Indicator

- Increase in final sales of high value farm products from assisted agribusinesses based on an aggregation of targets
- Number of enterprises benefitting from program support based on an aggregation of targets.

Outcome 3. Increased agricultural sector productivity and profitability in target regions.

Expected Result

RADP investments will increase productivity thereby increasing the supply of goods to agribusinesses and farm community income.

Required Indicator

- Percent increase in farmer incomes in target area, which must be presented by the contractor in the PMP.
- Total number of beneficiary farmers, based on respective indicators.

Outcome 4. Increased and sustained adoption of high value crops.

Expected Results

The development of high value crops will be linked to Outcome 3.

Required Indicator

- Increase in area devoted to high value crop production among targeted farmers.

Outcome 5. Improved enabling environment providing more favorable operating environment for Value Chain Actors (VCA).

Expected Results

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

Required Indicator

- k. Number of agricultural policies, laws, regulations, and administrative procedures implemented based on the targets.
- l. Number of agro-enterprises and new businesses created and/or receiving benefits from the project

F.7 KEY PERSONNEL

The personnel specified below are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the CO and the USAID COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No replacement will be made by the Contractor without the written consent of the Contracting Officer. In addition, the Contractor is encouraged to utilize the procurement initiative in USAID’s Afghan First Policy for hiring Key Personnel. The Afghan First Policy encourages the employment of Afghans in Key Personnel positions as a means of ensuring a better grasp of the needs and reality on the ground, as well as improving senior management capabilities within Afghanistan.

F.7.1 The following individuals are designated as Key Personnel:

- 1) [REDACTED] - Chief of Party (COP)
- 2) [REDACTED] - Deputy Chief of Party (DCOP)
- 3) [REDACTED] - Value Chain Manager
- 4) [REDACTED] - Monitoring and Evaluation Manager

General roles and responsibilities for Key Personnel are as follows:

1) Chief of Party:

The COP is responsible for all reporting to USAID and shall play a lead role interacting with key value chain actors and other development partners. S/he will be responsible for overall program leadership, strategic planning, management and quality assurance. The COP ensures that impacts are achieved and that deliverables are provided on time. The COP is also responsible for facilitating communication and close coordination with all stakeholders of this program.

2) Deputy Chief of Party:

The DCOP is responsible for technical leadership of the program to ensure quality, timeliness, and efficiency of all products and activities generated. S/he will manage the design and implementation of key components of the Scope of Work and ensure adherence to global standard of excellence in all aspects of programming. Additionally, the DCOP will work with the COP and supervise staff, field activities, and other work requirements jointly with and in place of the Chief of Party when out of the office.

3) Value Chain Manager:

The Value Chain Manager will report to the COP and shall be responsible for driving the technical direction of RADP-East.

4) Monitoring and Evaluation Manager:

The Monitoring and Evaluation Manager shall be responsible for developing the PMEPs and qualitative and quantitative measurement tools.

7.2 Qualifications of Key Personnel:

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

1. Chief of Party (COP)

The contractor must provide a full-time COP for the duration of the contract. The contractor must delegate adequate authority to the COP to make all RADP-East activities implementation decisions in Afghanistan and speak for the contractor. The candidate must meet the following minimum qualification:

Education:

A master's degree in an agriculture or a business related field.

Business related fields include: Accounting; Business Administration; Finance; International Business Administration; Marketing; Statistics; Communications Management; and Public-Relations.

15 Years of relevant experience in lieu of a Master's degree; however, the years of experience must be in line with the technical requirements of the position of the program.

Furthermore, the offeror must explain exactly how the years of experience for a proposed individual equates to the required education requirement.

Qualifications:

- A minimum of 10 years of experience managing complex donor-funded projects with a budget of at least \$10 million.
- A minimum of 7 years of experience managing private sector development or value chain projects.
- A minimum of 5 year experience managing staff and/or development projects in a conflict zone.
- A minimum of 5 years of demonstrated experience in adaptive management.
- Strong communications and interpersonal skills.
- Mandatory fluency in English: reading, writing and verbal communication.

2. Deputy Chief of Party (DCOP)

The contractor must provide a full-time DCOP for the duration of the contract. The contractor must delegate adequate authority to the DCOP to make all RADP-East activities implementation decisions in Afghanistan and speak for the contractor during the absence of the COP. S/He will supervise the design and development of qualitative and formative research including the establishment of performance indicators and measures to monitor and record outcome and impact data.

The candidate must meet the following minimum qualification:

Education:

A master's degree in agriculture, international development, business administration, or a business related field is required (see definition above).

10 Years of relevant experience in lieu of a Master's degree; however, the years of experience must be in line with the technical requirements of the position of the program.

Furthermore, the offeror must explain exactly how the years of experience for a proposed individual equates to the required education requirement.

Qualifications:

- A minimum of 7 years of progressively more responsible supervisory work experience that involved direct leadership of professional and support staff, oversight and evaluation of staff performance and deliverables, and contract/grant management.
- A minimum of 7 years of experience in developing and implementing agricultural projects and programs in Afghanistan and/or other Central Asian countries that have demonstrated impact, at scale.
- Demonstrated track record of achieving results in a development context.
- Demonstrated track record of working in teams and fostering partnerships.
- A minimum of 5 years of experience living or working in a developing country required; experience living and working in a conflict-zone is preferred.
- A minimum of 5 years of experience working with a USG contract.
- Demonstrated ability to create and maintain effective working relations with host country government personnel, stakeholders, NGO partners, and international donor agencies.
- Mandatory fluency in English: reading, writing and verbal communication.
- Ability to work independently and manage a high volume work flow.

3. Value Chain Manager

The Contractor must provide a full-time Value Chain Manager for the duration of the contract. The candidate must meet the following minimum qualifications:

Education:

A master's degree in an agriculture or a business related field (see definition above).

7 Years of relevant experience in lieu of a Master’s degree; however, the years of experience must be in line with the technical requirements of the position of the program.

Furthermore, the offeror must explain exactly how the years of experience for a proposed individual equates to the required education requirement.

Qualifications:

- A minimum of 5 years of experience or more as the technical manager for donor-funded value chain or private sector development projects.
- A minimum of 5 years demonstrated success using facilitation in the value chain approach, or Making Markets Work for the Poor (M4P) approach, leading to greater competitiveness and inclusiveness in markets.
- A minimum of 5 years demonstrated experience with conducting value chain analysis and developing value chain work plans.
- Mandatory fluency in English: reading, writing and verbal communication.

4. Monitoring and Evaluation Manager

The Contractor must provide a full-time Monitoring and Evaluation Manager for the duration of the contract. The candidate must meet the following minimum qualifications:

Education:

A master degree that includes the use of quantitative research methods.

7 Years of relevant experience in lieu of a Master’s degree; however, the years of experience must be in line with the technical requirements of the position of the program.

Furthermore, the offeror must explain exactly how the years of experience for a proposed individual equates to the required education requirement.

Qualifications:

- A minimum of 5 years of experience or more managing the monitoring and evaluation component of donor-funded projects with budgets of at least \$10 million.
- A minimum of 5 years Past Performance experience with projects that used the value chain or Making Markets Work for the Poor (M4P) approach.
- Familiarity with the DCED standards.
- Mandatory fluency in English: reading, writing and verbal communication.
- .

F.8 OTHER PERSONNEL

As needed, the program must also engage the services of expert local (preferred) or expatriate (US or TCN) technical advisors on a long- or short-term basis to provide expertise in areas not possessed by other staff including subcontractors. Such advisors will have high technical and professional qualifications and their use in each case will be appropriate based on their professional qualifications and experience.

F.9 MONITORING AND EVALUATION PLAN

Monitoring and evaluation programs should be utilized in order to assess the impact of the programs and whether or not objectives are being achieved and if they should be adjusted.

A multi-tiered monitoring and evaluation approach will be adopted to ensure program impacts are identified accurately and reported on a timely basis. The result of these monitoring and evaluation efforts will be used to assess whether or not objectives are being achieved and if they should be adjusted. The Contractor must input all required information into the USAID Afghan Info System (or any successor database) on a quarterly basis. This monitoring and evaluation approach is consistent with the Mission's focus on ensuring effective monitoring and evaluation, in a transition environment with a reduced Chief of Mission, (COM), footprint.

“The Multi-Tiered Approach recognizes the increasing importance of a variety of monitoring actors to gather project monitoring data. The first tier of the monitoring and evaluation approach will consist of monitoring conducted by USG staff including the USAID Contracting Officer Representative (COR). The COR and his/her support staff are envisioned to engage in regular consultations with the IP, in person and through regular meetings and attendance at project-related events in Kabul, and remotely through other means of communication.

The second tier of monitoring will be conducted by the IP, through an internal monitoring and evaluation (M&E) system, which will include data collection on the precise project locations, using various methods, such as GPS and/or hard copy maps, on a weekly basis. Monitoring data will be submitted in quarterly and annual reports to the COR for review.

The third tier of monitoring will be provided by GIRoA actors and other donors. This will consist of monitoring through data collected using internal GIRoA M&E systems. Furthermore, the COR and the IP will have regular communications, access to reports, and meetings with GIRoA officials that could provide additional monitoring data. This may occur on a weekly, monthly, or more frequent basis, depending on availability of resources.

The fourth tier of monitoring will be offered through local organizations, such as civil society, media organizations, and other stakeholders. The COR will actively monitor open source reports from these entities and, where possible, develop direct relationships with community leaders in order to facilitate gathering relevant information.

The fifth and last tier of monitoring will be conducted through an independent mechanism. This level of monitoring will provide additional data and analysis through illustrative documentation of project results such as GPS-, date-, and time-stamped photos of project sites, surveys of beneficiaries, conducted in person and remotely, and crowd-sourcing.”

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

(a) Contract Reports and Information/Intellectual Products.

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

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the CTO, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docsubmit@dec.cdie.org ; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

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

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

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

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

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

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

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

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

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

F.11 PERFORMANCE STANDARDS

Evaluation of the contractor's overall performance in accordance with performance standards/indicators established under Section C of this Contract and must be conducted jointly by the COR and the Contracting Officer, and must form the basis of the contractor's permanent performance record with regard to this Contract. The COR and Contracting Officer will undertake periodic evaluations of the Contract to discern their level of satisfaction with services rendered under this contract. The following general performance standards must form the basis of the evaluation for the Contractor Performance Assessment Report (CPAR):

Quality of Product and Service:

The contractor's conformance to contract requirements, specifications, and standards of good workmanship will be evaluated using the following:

- a) Are reports/data accurate?
- b) Does the product or service provided meet the specifications of the contract/order?
- c) Does the contractor's work measure up to commonly accepted technical or professional standards?
- d) What degree of Government technical direction was required to solve problems that arise during performance?

Schedule

The contractor's timeliness against the completion of the contract, delivery schedules, and administrative requirements will be evaluated. Examples Include:

- a) Is the contractor completing the design/engineering services activities in a timely manner? This includes administrative activities, as well as meeting all scheduled milestones in the design process.
- b) Did the contractor adequately schedule the work?
- c) Has the contractor met administrative milestone dates?
- d) Has the contractor met physical milestone dates specified by contract or agreed to in the project schedule?
- e) If the schedule has slipped through the contractor's fault or negligence, has he taken appropriate corrective action of his own volition?
- f) Has the contractor furnished all required deliverables on or ahead of schedule?
- g) Is the contractor completing the construction activities in a timely manner? This includes administrative activities, as well as physical construction activities such as submittal of a management response to Request for Proposal (RFPs), etc.
- h) Has the contract furnished updated project schedules on a timely basis?

Cost Control/Effectiveness

The contractor's effectiveness in forecasting, managing, and controlling Contract cost will be evaluated. Examples include:

- a) Does the contractor keep within the total estimated cost (what is the relationship of the negotiated costs and budgeted costs to actuals)?
- b) Did the contractor do anything innovative that resulted in cost savings?
- c) Were billings current, accurate and complete?
- d) Are the contractor's budgetary internal controls adequate?
- e) Has the contractor provided a design that can be constructed with the available funds?
- f) Has the contractor notified the Government and taken necessary corrective actions when the cost estimate exceeds available funds?

Management

The contractor's performance in selecting, retaining, supporting and replacing, when necessary, key personnel will be evaluated. Examples include:

- a) How well did the contractor match the qualifications of the key position, as described in the contract/order, with the person who filled the key position?
- b) Did the contractor support key personnel so they were able to work effectively?
- c) If a key person did not perform well, what action was taken by the contractor to correct this?
- d) If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract/order schedule?

Regulatory Compliance

The Contractor’s compliance with all terms and conditions in the contract/order relating to applicable regulations and codes will be evaluated. Such as the following:

- a) Has the contractor complied with all contract clause requirements?
- b) Has the contractor complied with the reporting requirements of the contract?
- c) Has the contractor complied with the quality assurance surveillance plan?
- d) Has the contractor complied with specifications or other contractual requirements in the contract such as FAPIIS reporting, CAS reporting, safety requirements, environmental reporting, and standard and unique contract requirements specific to that contract?

Other Areas: As applicable in those instances where an aspect of the contractor's performance does not fit into any of the other criteria.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION DATA

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

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

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

TOTAL		EXPENDITURES	
(Document Number: XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	Analysis	\$XXXX.XX	\$XXXX.XX
0002	Implementation	\$XXXX.XX	\$XXXX.XX
0003	Feedback/Learning	\$XXXX.XX	\$XXXX.XX
0004	Security	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

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

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

BY: _____
TITLE: _____
DATE: _____

- B. Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- C. Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- D. The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by FAR clause 52.215-2 of this contract entitled "Audit and Records – Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID/Afghanistan
Office of Acquisition and Assistance (OAA)
U.S. Embassy
East Compound
Great Massoud Road
Kabul, Afghanistan

U.S. Address:

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

G.3 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 price.

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 Contracting Officer is located at:

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

U.S. Address:

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

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) will be designated by letter from the Contracting Officer at the time of award.

The Contracting Officer Representative is located at:

Maurice Shines
USAID/Afghanistan
Office of Agriculture
U.S. Embassy
East Compound
Great Massoud Road
Kabul, Afghanistan

U.S. Address:

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

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

A. Technical Directions are defined to include:

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

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

- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- 5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- 6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

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

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

G.6 ACCEPTANCE AND APPROVAL

In order to receive payment for costs incurred for services rendered under this contract, such costs and the work performed must be verified and approved by the COR. In order to receive payment of the fixed fee or a portion thereof, all pertinent deliverables must be accepted and approved by the COR. Fixed Fee will be paid only upon completion of deliverables, pursuant to FAR 16.306(d) (1) .

G.7 PAYING OFFICE

The method of transmission of invoices is through electronic medium at the following address: KabulAIDvouchers@usaid.gov. Subject line must read Award No. and name of firm [TBD]. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format.

G.8 ACCOUNTING AND APPROPRIATION DATA

ACCOUNTING INFO:

Requestion Number:	REQ-306-15-000215
CLIN NO.:	01
Budget Fiscal:	<i>BBFY 2013 / EBFY 2014</i>
Operating Unit:	AFGHANISTAN
Strategic Objective:	306-SOAG-306-05-0005.00--5
Team/Division:	OAG/AFG
Benefiting Geographic Area:	306
Expanded Object Class Code (EOCC):	4100100
Amount Obligated:	██████████
CLIN NO.:	02

Budget Fiscal: *BBFY 2011 / EBFY 2012*
Operating Unit: AFGHANISTAN
Strategic Objective: 306-SOAG-306-05-0005.00--4
Team/Division: OAG/AFG
Benefiting Geographic Area: 306
Expanded Object Class Code (EOCC): 4100100
Amount Obligated: [REDACTED]

CLIN NO.: 02
Budget Fiscal: *BBFY 2013 / EBFY 2014*
Operating Unit: AFGHANISTAN
Strategic Objective: 306-SOAG-306-05-0005.00--5
Team/Division: OAG/AFG
Benefiting Geographic Area: 306
Expanded Object Class Code (EOCC): 4100301
Amount Obligated: [REDACTED]

CLIN NO.: 02
Budget Fiscal: *BBFY 2012 / EBFY 2013*
Operating Unit: AFGHANISTAN
Strategic Objective: 306-SOAG-306-05-0005.00--5
Team/Division: OAG/AFG
Benefiting Geographic Area: 306
Expanded Object Class Code (EOCC): 4100301
Amount Obligated: [REDACTED]

CLIN NO.: 02
Budget Fiscal: *BBFY 2012 / EBFY 2013*
Operating Unit: AFGHANISTAN
Strategic Objective: 306-SOAG-306-05-0005.00--4
Team/Division: OAG/AFG
Benefiting Geographic Area: 306
Expanded Object Class Code (EOCC): 4100301
Amount Obligated: [REDACTED]

CLIN NO.: 03
Budget Fiscal: *BBFY 2012 / EBFY 2013*
Operating Unit: AFGHANISTAN
Strategic Objective: 306-SOAG-306-05-0005.00--4
Team/Division: OAG/AFG
Benefiting Geographic Area: 306
Expanded Object Class Code (EOCC): 4100100
Amount Obligated: [REDACTED]

CLIN NO.: 04
Budget Fiscal: *BBFY 2012 / EBFY 2013*
Operating Unit: AFGHANISTAN
Strategic Objective: 306-SOAG-306-05-0005.00--5
Team/Division: OAG/AFG
Benefiting Geographic Area: 306
Expanded Object Class Code (EOCC): 4100100
Amount Obligated: [REDACTED]

Total Obligation: [REDACTED]

G.9 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is insert name and can be reached at telephone number and email address

[REDACTED]
Senior Director, Office of Contracts
Phone: 1.301.771.7600
Fax: 1.301.771.7777
Email: Contracts@dai.com

G.10 CONTRACTOR'S PAYMENT ADDRESS

Development Alternatives, Inc. (DAI)
7600 Wisconsin Avenue, Suite 200
Bethesda, MD 20814 USA
Phone: 1.301.77.7600
Fax: 1.301.771.7777
Email: Contracts@dai.com
TIN: [REDACTED]
DUNS: 06-678-1956

[END OF SECTION G]

PART II – CLAUSES

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
AIDAR PART 752		
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7027	PERSONNEL	DEC 1990

H.2 AUTHORIZED GEOGRAPHIC CODE

See Section B.10 for Authorized Geographic Code.

H.3 CONSENT TO SUBCONTRACTS

(a) In accordance with FAR 52.244-2, Subcontracts, Contracting Officer's consent has been provided to award subcontracts as proposed in the contractor's proposal which resulted in the award of this contract to the following firms for the services or supplies specified in the prime contractor's proposal:

Contractor Name:

Crimson Capital:
Organization for Sustainable Development and Research:
Relief International:
Mondial Risk Management Company (MRMC)
Afghan Public Protection Force (APPF)

Services to be performed:

Delivering Business Plan & Access-to-finance training
Data collection
Poultry Value Chain Analysis
Risk Management Services
Static Guards Services

(b) The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. In order for the Contractor to receive consent to subcontract; it shall address each of the elements in FAR 44.202-2 for each subcontractor. If the Contractor chooses not to request consent to subcontract at the time of proposal submission, it still must identify all subcontractors and lower tier subcontractors proposed to perform work under the contract.

(c) Contractors are required to obtain Contracting Officer's consent for any fixed-price subcontracts that exceed the simplified acquisition threshold and consent must be required for subcontracts under prime contract for architect-engineer and construction services.

H.4 RIGHT TO PROCURE FROM OTHER SOURCES

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement infrastructure activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved Contract.

H.5 MAXIMIZING USE OF LOCAL ENTITIES

The Contractor will channel most of the program implementation costs toward Host Country implementers for the carrying out of activities under the contract. In keeping with the principles of designing a program for local entities, and where the Contractor determines that program content and efficiency of implementation will be beneficial, the Contractor is strongly encouraged to sub-contract with local NGOs, local firms, and other Host Government entities in the implementation of the program.

H.6 SUB-AWARD REQUIREMENTS (April 2016)

- A. **Applicability:** This section limits the number of tiers of sub-awards to two tiers below the awardee for all awards. The Implementing Partner must not allow lower-tier sub-awards without the express written approval of the Contracting Officer.
- B. **Definitions:** The term "award" in this clause refers to the direct award between USAID and the Implementing Partner (IP). A "first-tier sub-award" is a direct award between the IP 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. IP's must ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. IP's must ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.
- D. Should exceptional circumstances warrant sub-awards below two tiers, the IP must promptly request approval in writing from the Contracting Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph E. below is also provided.
- E. An IP'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. For purposes of calculating tiers, the following will not be considered a tier:
 - (i) Subsidiaries of the awardee;
 - (ii) Members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
 - (iii) Employment awards for a single individual, provided that such individual issues no further sub-awards;
 - (iv) Suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause/provision;

(v) Suppliers of administrative or professional services incidental to the completion of neither the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the award.

G. Unless an exception is provided per section D. above. The IP will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The IP is responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

H.7 USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016)

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

H.8 VETTING REQUIREMENT (APRIL 2016)

The Implementing Partner (IP) must comply with USAID/Afghanistan's Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting).

A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S Party Vetting) the IP must complete and submit a "USAID Information Form" for:

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

B. For purposes of this requirement, the following definitions apply:

- a. "Non-U.S. entity" means:
 - i. any non-US citizen or non-permanent legal resident of the United States; or
 - ii. 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.
- b. "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):
 - a) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
 - b) the program manager or chief of party for the USAID-financed program; and
 - c) any other person with significant responsibilities for administration of USAID financed activities or resources.

C. The requirements of paragraph A. of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:

- a. Once a year; or

- b. When there is a change or addition to any entity or person identified in paragraph A.

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

H.9 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

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

H.10 SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (APRIL 2016)

The prime 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 implementing partner is responsible for ensuring timely investigation of all serious incidents and maintaining on file all records of reported serious incidents.

A serious incident is defined (but not limited to) the following incidents affecting an employee or the implementation of activities paid for with U.S. Government funding regardless of the funding source and tier of the organization:

1. **Arrest** – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. **Complex Attack** – An attack using multiple means of engagement such as an Improvised Explosive Device (IED) followed by small arms fire

3. **Demonstration** – An organized act of protest against legitimate operations that results in violence or the threat of violence
4. **Harassment** – Interference in legitimate operations by ANSF, RS, or local civilian forces
5. **Indirect Fire (IDF)** – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)
6. **Improvised Explosive Device (IED)** – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
7. **Capture** - Illegal or hostile detention by insurgents or criminals for any length of time
 - a. **Abduction:** the act of taking someone away by force or fraud
 - b. **Kidnapping:** the abduction of a person by force or fraud for use as a hostage
 - c. **Hostage:** a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.
8. **Land Mine** – A manufactured anti-personnel or anti-vehicle mine.
9. **Motor Vehicle Accident (MVA)** – An airplane, motorcycle, car, or truck crash which results in injury or damage.
10. **Robbery** – Non-insurgent related theft of property.
11. **Small Arms Fire (SAF)** – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)
12. **Threat** – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.
13. **Other** – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

INITIAL NOTIFICATION: Implementing partners shall provide initial notification by email or telephone to the USAID Partner Liaison Security Officer (PLSO), the Contracting/Agreement Officer, and the Contracting/Agreement Officer’s Representative (COR/AOR) for accountability purposes of any serious incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. The email address for the PLSO is KabulAIDSSO@usaid.gov and/or KabulAIDSSO@state.gov and the telephone number is +1 (301) 490-1042 Ext. 3342 or Ext. 3115. A point of contact (POC) for the prime implementing partner must be provided to the PLSO and COR/AOR in order for USAID personnel to follow up on the security incident details. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the implementing partner shall provide the same notification within 24 hours of the death of the individual.

SERIOUS INCIDENT REPORT: Additionally, within 24 hours, the implementing partner shall submit an initial Serious Incident Report (SIR) documenting the incident in detail to the USAID PLSO using the form provided. The SIR shall include, at a minimum, the award number, the name of the company, location where the incident occurred (Latitude/Longitude, GPS or MGRS coordinates, location name, etc.), time when the incident occurred, a brief description of the events of the incident, details about any known casualties, country of origin of all involved and a point of contact for the USAID PLSO to request further information as needed. Each SIR shall be completed as thoroughly as possible and sent to KabulAIDSSO@usaid.gov and/or KabulAIDSSO@state.gov. The prime implementing partner shall concurrently send a notice to the USAID (COR/AOR) and the Contracting/Agreement Officer that a SIR has been submitted to PLSO.

Following the conclusion or solution of the reported incident, a Final Serious Incident Report should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

H.11 SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JAN 2016)

The Implementing Partner (IP) must enroll all American citizens traveling to Afghanistan in STEP at www.travel.state.gov. Information provided must be accurate and up-to-date and is applicable to both long-term and short-term travel funded by USAID.

H.12 HOST COUNTRY TAXES AND DUTIES (FEB 2016)

The Implementing Partner is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes of every kind. In accordance with the applicable U.S. Government cost principles (see 22 CFR 226.27); such costs are unallowable and may not be charged to this Award or paid with funding provided in the award. If the Implementing Partner is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Contracting Officer and USAID/Afghanistan.

H.13 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 are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

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

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

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

(c) Definitions. For purposes of this clause:

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

(2) "Commodity" means any material, article, supply, goods, or equipment.

(3) "Foreign government" includes any foreign governmental entity.

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

(d) Where. Submit the reports to:

Mission Controller

USAID Afghanistan

Great Massoud 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.14 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:
 - a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
 - b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

H.15 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (FEB 2016)

(a) Limitations:

(1) Salary ranges for all positions under this award must be established based on the market value of the position in the country of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the Contractor and submitted to the Contracting Officer for approval. Upon establishment of the salary ranges for professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor’s personnel practices. That

individual's salary must be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor must avoid "rank-in-person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds the market value of the position or the highest rate of annual salary (full year) or wage received during any full year of the immediately preceding three (3) years, the cognizant Contracting Officer's approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate in USAID's Contractor Salary Threshold.

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

(c) Return of Overseas Employees: Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mob/demobilization in the event that such employee has not completed one (1) full year tenure in Afghanistan.

(d) Annual Salary Increases: Annual salary increase (of any kind -- cost of living, merit, promotion increase, or any other type) of not more than 3% cumulatively may be granted after the employee's completion of each twelve-month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the restrictions detailed in ADS 302.3.6.10 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants: Personnel who are retained, usually on a short-term basis, for their expertise in a particular field and who are generally compensated through the payment of a daily rate, whether determined on a fixed price or hourly rate basis. Consultants generally are not retained as employees of the contractor, and require subcontract consent in accordance with FAR 44.

International Consultants are recruited internationally.

Local Consultants are recruited within country.

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer or if the consultant was specifically named in the approved budget and a Contractor Employee Biographical Data Sheet was submitted; and if such provision has been made or approval given, compensation shall be within the pay scale specified and shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate as described in ADS 302.3.6.10, whichever is less.

(f) Initial Salaries: The contractor must compensate non-US personnel in accordance with its salary scale, staffing plan, and compensation package. The contractor must submit a salary scale that reflects its proposed Contract staffing plan covering all planned non-US (CCN/TCN) positions together with Contractor's compensation policies. The compensation plan must cover all proposed initial salaries and salary ranges for all positions. Initial salaries will be within each range and will be based on other factors including but not limited to consideration of the prevailing in country salaries for similar positions in the

markets, the individual's education, and salary and/or consultant rate history over the most recent 3 full years.

(g) 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 workweek for the Contractor's overseas employees must not be less than 40 hours and must be scheduled to coincide with the workweek for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.

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

(i) Authorized Work Day/Week:

No overtime or premium pay is authorized under this Contract. A six-day workweek is authorized.

H.16 LOGISTIC SUPPORT

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

H.17 BUSINESS CLASS TRAVEL

For cost effectiveness, economy class travel must be used on all official travel funded under this contract. Business class travel shall only be used under exceptional circumstances, and in compliance with FAR 31.205.46.

H.18 INSURANCE AND SERVICES

- a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722
Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890

Email: Fred.Robinson@aon.com

- b) New Rates: There are three different rates depending on the nature of the services to be provided. If a contract contains more than one of the services listed, the premium will be distributed proportionally.

In accordance with ADS 302 and AAPD16-04 effective December 1, 2015, the new DBA insurances rates are as follows:

Contract Year	Period of Performance	Services	Construction	Security Guards
Life of contract	xx/xx/16 – xx/xx/20	\$2.00	\$4.50	\$7.50
Option 1	xx/xx/xx – xx/xx/xx	\$2.00	\$4.50	\$7.50 /\$10.00/ \$12.50(see Notes)
Option 2	xx/xx/xx – xx/xx/xx	\$2.00	\$4.50	\$7.50 /\$10.00/ \$12.50(see Notes)
Option 3	xx/xx/xx – xx/xx/xx	\$2.00	\$4.50	\$7.50 /\$10.00/ \$12.50(see Notes)

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards). 6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

H.19 INHERENTLY GOVERNMENTAL FUNCTIONS

The Contractor shall work closely with USAID personnel. The Contractor is prohibited from performing inherently governmental functions as defined in FAR 7.5, Inherently Governmental Requirements.

H.20 RESTRICTIONS ON IMPLEMENTING PARTNERS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (APRIL 2016)

A. Only the Mission Director of USAID/Afghanistan has the authority to negotiate, execute, and implement agreements (such as Memorandums of Understanding or Letters of Intent or Collaboration) with the Government of Afghanistan (GOA) for activities using USAID funds. Implementing Partners (IPs) must not have separate agreements between their organizations and any unit entity of the Government of Afghanistan including ministries, provincial or district government entities, or city and village entities.

B. If an IP determines an agreement with the GOA is beneficial to the implementation of activities funded by USAID, the IP must request their AOR/COR to draft and negotiate that agreement between USAID and the GOA. The request should include at a minimum:

- a. how large or important a role the GOA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
- b. previous experience or status of current relations with the GOA unit entity;
- c. any relevant US legislation; and
- d. the advantages to be gained from formally establishing the term of the assistance relationship with the GOA entity.

C. After the GOA entity and the Mission Director sign the agreement, the AOR/COR is responsible for implementation of the agreement in coordination with the IP as necessary. Any likely or actual violation of the terms of an agreement by any participant should be reported immediately to the AOR/COR who will report directly to the Deputy Mission Director and the RLO if the violation could be considered to be of significance.

D. All amendments to the agreement must be approved by the AOR/COR.

E. This provision does not apply to agreements between an Implementing Partner and the Afghanistan Public Protection Force (APPF).

H.21 302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

(a) Definitions. For the purpose of submissions to the DDL: Text highlighted in yellow indicates that the material is new or substantively revised. 17

(1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

H.22 USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT (JUNE 2015)

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

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

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

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

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

Unless otherwise specified, Afghan Info can be accessed at: <https://usaidinfo.usaid.gov/>

H.23 ADS. 302.3.5.21 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

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

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

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

- (1)** Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2)** Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.24 ENVIRONMENTAL COMPLIANCE

The contractor must comply with 22 CFR 216² requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations.

Environmental Mitigation and Monitoring Plan (EMMP)

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<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. The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.
- 1b) 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.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or

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

Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

- 2) An Initial Environmental Examination (IEE) [see Section J, Attachment 12] has been approved for this program’s funding this RFP. The IEE covers activities expected to be implemented under this contract. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The offeror shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.
- 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 3b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.
- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
 - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor must, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.
 - 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
 - 5a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.
 - 5b) Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.
 - 5c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.

H.25 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international

conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.usaid.gov/policy/ads/300/350maa.pdf>] or as approved by the CO.

H.26 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUG 2013)

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

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

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

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

- A brief summary of the proposed event; A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.27 COMPLIANCE WITH ADS 252 & 253 - TRAINING AND RESULTS AND INFORMATION NETWORK (TRAINET)

1. Participant Training Reports. The recipient will collect training data on technical trainings (i.e., conferences and workshops) provided for beneficiaries that were held in the United States, third countries, or in-country under this contract. The training data will be entered into TraiNet and submitted to the COR quarterly no later than 45 days following the end of each fiscal quarter measured from October 1, as relevant. The recipient will follow ADS 252 policy, which provides detailed information regarding visa compliance guidelines, and ADS 253, which provides guidance on how to implement USAID funded training programs. USAID/Afghanistan's Office of Program Management (OPM) can assist implementing partners to roll out TraiNet for their activity and share their training data on TraiNet with OPM.

2. TraiNet and USAID Sponsored J-1 Visas. All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID-funded Exchange Visitors.

USAID/Afghanistan prefers that TraiNet data entry, verification, and reporting responsibilities for exchange programs held in the United States be completed by the Mission. USAID/Afghanistan's Office of Program Management (OPM) is responsible for data entry (the R1 role), verification (the R2 role), and approval (the R3 role) of all U.S.-based training programs and participants that are funded by USAID. USAID/Afghanistan's CORs/AORs are responsible for working with their implementing partners to obtain the data needed by the R1, R2 and R3 to complete this action. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

The Implementing Partners provide to the COR/AOR and OPM required documents to initiate the DS-2019 approval process (as per Mission Order 252) by minimum 8-10 weeks prior to the start date of the training program.

Data is entered into TraiNet by OPM's Data Entry Initiator (R1) once all information and documents are received from the implementing partner and are correct. The R1 submits the information to the Visa Compliance System (VCS).

The designated Verifier (R2) in OPM verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data.

The designated Approver (R3) in OPM reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments.

When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database. The DS-2019 form is created, printed and mailed to the R3. The R3 gives the form to the R1 who coordinates with the COR/AOR and implementing partner on completing the visa application process.

The implementing partner is responsible for ensuring that participants complete the on-line visa application form. When asked to enter a "Program Number", applications should enter USAID's Exchange Visitor Program Number G-2-00263." The SEVIS number required for completing the visa application will be provided by the R1.

The R1 is responsible for providing the implementing partner or participant with the SEVIS number required for completing the on-line visa application form, scheduling an appointment with the Consular Office, and delivering the DS-2019 form to the implementing partner or to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section.

All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID funded Exchange Visitors.

USAID/Afghanistan delegates the TraiNet data entry, verification, and reporting responsibilities to its implementing partner is responsible for data entry (the R1 role) and verification (the R2 role) of all training programs and participants that are funded by USAID. USAID/CAR/SPO is responsible for approval (the R3 role) and the COR/AOR and Program Managers are responsible for working with their implementing partners to obtain the data needed by the R3. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

- Data is entered into TraiNet by the implementing partner’s Data Entry Initiator (R1);
- The R1 submits the information to the Visa Compliance System (VCS);The designated Verifier (R2) verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data;
- A designated United States citizen in the Mission – the Approver (R3) – reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments;
- When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database; The DS-2019 form is created, printed and mailed to the R3;
- The R3 gives the form to the USAID COR or AOR who provides it to the implementing partner.

The implementing partner is responsible for delivering the form to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section, or designated Consulate. Exchange visitors apply online at the U.S. State Department’s website in the respective country. When asked to enter a “Program Number”, applications should enter USAID’s Exchange Visitor Program Number G-2-00263.”

H.28 ADS. 302.3.5.9 NONDISCRIMINATION (JUNE 2012)

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

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

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

H.29 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.

22 CFR 205.1 (d) – Specifically related to grants and cooperative agreements, however,

USAID funds may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. USAID funds may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities under this part. Where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to USAID funds in this part. Sanctuaries, chapels, or other rooms that a USAID-funded religious congregation uses as its principal place of worship, however, are ineligible for USAID-funded improvements. Disposition of real property after the term of the grant, or any change in use of the property during the term of the grant, is subject to government-wide regulations governing real property disposition.

H.30 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (September 2011) (Class Deviation OAA-DEV-II-03c, expiration date September 8, 2016)

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

B. If USAID determines that the contractor/recipient or any subcontractor/sub-awardee has used any funds under this contract/agreement contrary to the restriction in paragraph (a) of this clause/provision, the Contracting Officer/Agreement Officer may require the contractor/recipient to refund the entire amount used for such purposes. (c) The contractor/recipient shall insert this clause/provision in its entirety in all subcontracts/sub-awards, including (without limitation) Grants under Contracts (GUCs).

H.31 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor/Recipient 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/recipient 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.32 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.33 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract unless the use of Government facilities or personnel is specifically authorized in the Contract or is authorized in advance, in writing, by the CO.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause it shall be considered a "dispute" and shall be dealt with under the terms of the "Disputes" clauses of the Contract.

H.34 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall comply with the requirements contained in ADS 548 which require review and approval by the Office of Information Resource Management (M/IRM) in USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

1. Pursuant to ADS 547, Information Technology (IT) is defined as follows:

Information Technology

(A)The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B)The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C)Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

2. The Contractor shall maintain accountable property records of IT. These records must identify each accountable item of U.S. Government-funded property acquired or furnished under the contract in a format acceptable to the Contracting Officer and must be furnished to the Contracting Officer six months after the effective date of the contract and thereafter annually, based on the effective date of the contract.

In the event any IT resources are lost, stolen, destroyed or damaged beyond economical repair, the Contractor must promptly notify both the COR and the Contracting Officer.

3. As part of the Property Disposition Plan, the Contractor will provide a separate and final inventory of sensitive property. Sensitive property is property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. The Contractor shall provide a final report to the COR and Contracting Officer on the final disposition of all sensitive property in the contractor's custody.

4. The Contractor shall request COR concurrence and CO approval for purchase of non-expendable property as defined that is not identified in the Contractor approved budget as

required by CIB 92.25. The Contractor shall submit for approval, annually, a list along with justification for each NXP being proposed that is outside of the approved budget.

H.35 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUG 2013)

(a) Definitions:

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

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

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

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

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

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

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

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

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

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

will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to http://transition.usaid.gov/info_technology/xweb/contracts.html

H.36 LANGUAGE REQUIREMENTS

The Contractor personnel and/or consultants shall have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the language capability required under the contract.

H.37 ARCHITECTURE/ENGINEERING AND CONSTRUCTION CLAUSES

This contract contains A/E clauses that pertain when the Contractor is designing projects or preparing construction or design-build solicitations for bids for subcontractors. If/when such work is subcontracted, the Contractor shall include applicable A/E clauses in its subcontracts.

H.38 GRANTS UNDER CONTRACT

Inclusion of the grants program is considered essential to the activities of the contractor in achieving the overall strategy and expected results of the contract. It is expected that as part of the offer, the offeror will request a Grants under Contract (GUC) component to provide grants designed to facilitate partnership with local organizations and institutions that result in increased efficiencies, adoption of new and appropriate technologies, improved marketing, or other activities that increase overall competitiveness of the agricultural sector. The offeror must describe how they will leverage a GUC to achieve results. The offeror will be required to submit past performance information in how it previously awarded and administered grants.

The Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations 22 CFR 226.

In addition, the following requirements shall apply to the grants awarded by the Contractor under this contract:

- a. USAID Afghanistan OAG office has obtained a GUCs waiver to issue Grants under Contracts for up to \$2.5 million.
- b. The Contractor shall only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because either the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.
- c. USAID shall be substantially involved in establishing selection factors and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COR shall have authority to approve the grant recipient selection. USAID may be less involved when grants are quite small and are incidental to the contractor's technical activities.

- d. USAID must ensure that the requirements that apply to USAID-executed grants (including the agency policies regarding construction activities in ADS 303, Grants and Cooperative Agreements to Non-Governmental Organizations, applicable standard provisions in ADS 303, and ADS 308, Awards to Public International Organizations) are also applied to grants that a USAID contractor executes. In general, requirements which apply to USAID-executed grants shall also apply to grants executed by the Contractor.
- e. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- f. The Contractor shall not execute or administer Cooperative Agreements on USAID's behalf.
- g. The Contractor shall close out all grants prior to the estimated completion date of this contract.
- h. The Contractor shall comply in all material respects with Contract Information Bulletin (CIB) 90-12 regarding grant close-out.

H.39 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

H.40 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION – TIP ACQUISITION (MAY 2007)

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

- (c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

H.41 GENDER REQUIREMENTS

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

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

H.42 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.43 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION (Deviation OAA-DEV-14-02c) (August 2014)

- (a) In accordance with section 7073 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that – (1) "Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government"; or

(2)Has any “unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government”.

For the purposes of section 7073, it is USAID’s policy that no award may be made to any corporation covered by (1) or (2) above, unless the M/OAA Compliance Division has made a determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror Representation:

(1) The Offeror represents that it is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) The Offeror represents that it is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

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

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

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	NOV 2013
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	OCT 2015
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLE BLOWER RIGHTS	APR 2014
52.203-99	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION	APR 2015
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011
52.204-7	SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2015
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE	DEC 2012

52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.207-5	OPTION TO PURCHASE EQUIPMENT	FEB 1995
52.209-2	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION.	NOV 2015
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS.	NOV 2015
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG 2011
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES ALTERNATE 1	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	DEC 2002
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2014
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	OCT 2015
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JULY 1990
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS	MAY 2014
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	APR 2015
52.222-26	EQUAL OPPORTUNITY	APR 2015
52.222-29	NOTIFICATION OF VISA DENIAL	APR 2015
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	OCT 2015
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUL 2014
52.222-37	EMPLOYMENT REPORTS ON VETERANS	FEB 2016
52.222-50	COMBATING TRAFFICKING IN PERSONS	MAR 2015
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	OCT 2015
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-26	CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES	JUL 2013
52.227-3	PATENT INDEMNITY	APR 1984
52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
52.227-17	RIGHTS IN DATA-SPECIAL WORKS	DEC 2007

52.227-18 2007	RIGHTS IN DATA – EXISTING WORKS	DEC
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	JUL 2014
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-7	INSURANCE – LIABILITY TO THIRD PERSONS	MAR 1996
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	OCT 2015
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-17	INTEREST	MAY 2014
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	MAY 2014
52.232-25	PROMPT PAYMENT (ALTERNATE 1)	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT	JUL 2013
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
52.232-40	PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)	DEC 2013
52.233-1	DISPUTES	MAY 2014
52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	MAY 2014
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-2	PRODUCTION PROGRESS REPORTS	APR 1991
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2014
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES—COST-REIMBURSEMENT (ALTERNATE I)	APR 1984
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN 2016
52.245-1	GOVERNMENT PROPERTY	APR 2012
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapters 7

752.202-1	DEFINITIONS	JAN 1990
752.204-72	ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS	May 2016
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	MAR 2015
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.222-70	USAID DISABILITY POLICY	DEC 2004
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1977
752.229-70	FEDERAL, STATE AND LOCAL TAXES	
52.244-2	SUBCONTRACTS	OCT 2010
52.245-70	GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS	JUL 1997
52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR 1984
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTORS-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
	NOTIFICATION REQUIREMENTS	
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.3 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(a) *Definition.* As used in this clause--

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

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes

providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

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

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

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

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) Code of business ethics and conduct.

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

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

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

(2) The Contractor shall—

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

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

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

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

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

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

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

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

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

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

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

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

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

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

(d) Subcontracts.

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

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

I.4 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (JUN 2010)

- (a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).
- (b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

I.5 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (APR 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(d) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

I.6 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)

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

- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

I.7 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.8 52.216-8 FIXED FEE (JUN 2011)

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

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

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

For the purposes of this clause, the proposals will be evaluated by summing the total price of the base period with the total price of any option periods as well as the option entertained by FAR 52.217-8.

NOTE: An extension of the contract can occur subsequent to the base period of performance. If the contract is extended, the rates, terms, and conditions applicable to the extension remain the same as the last applicable year in the base that is extended unless otherwise negotiated at the time of exercising the option under this clause due to unforeseeable circumstances.

I.10 52.225-19 – CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) *Definitions.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission—

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

(e) *Preliminary personnel requirements.*

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

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

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

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

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

(iv) All personnel have received—

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

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

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

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

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

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

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

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

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

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

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

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

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

(g) *Personnel data.*

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

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

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

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

(l) *Evacuation.*

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

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

(m) *Personnel recovery.*

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

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

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

(n) *Notification and return of personal effects.*

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

(i) Dies;

- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

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

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

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

(2)

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

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

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

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

(1) In a designated operational area during—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or

(2) When supporting a diplomatic or consular mission—

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

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

(End of clause)

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

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational

conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

I.12 AIDAR 75.222-70 USAID DISABILITY POLICY - ACQUISITION (DEC 2004)

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

http://www.usaid.gov/about_usaid/disability/

(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 women and children with disabilities.

I.13 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,

- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

I.14 AIDAR 752.228-3 WORKER’S COMPENSATION INSURANCE

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

- a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

I.15 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

(a) Contractors must provide MEDEVAC service coverage to all U.S. citizens, U.S. resident aliens, 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.

I.16 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/hers regular office hours. Per Diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

I.17 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.18 AIDAR 752.204-71 - PARTNER VETTING (FEB 2012)

(a) The contractor must comply with the vetting requirements for key individuals under this contract.

(b) Definitions. As used in this provision—

Key individual means:

(i) Principal Officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees);

(ii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president);

(iii) The program manager or chief of party for the USG-financed program; and

(iv) Any other person with significant responsibilities for administration of the USG-financed activities or resources, such as key personnel as described in Automated Directives System Chapter 302. Key personnel, whether or not they are employees of the prime contractor, must be vetted.

Vetting official means the USAID employee identified in paragraph (d) of this clause as having responsibility for receiving vetting information, responding to questions about information to be included on the USAID Partner Information Form, USAID Form 500-13, coordinating with the USAID Office of Security, and conveying the vetting determination to each offeror, potential subcontractors subject to vetting, and to the contracting officer. The vetting official is not part of the contracting office and has no involvement in the source selection process.

(c) The Contractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified below during the contract when the Contractor replaces key individuals with individuals who have not been previously vetting for this contract. Note: USAID will not approve any key personnel who have not passed vetting.

(d) The designated vetting official is:

Vetting official: Lisa Teresi

Address:

USAID/Afghanistan
Office of Acquisition and Assistance (OAA)
U.S. Embassy
East Compound
Great Massoud Road
Kabul, Afghanistan

U.S. Address:

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

Email: kblaidvsu@usaid.gov (for inquiries only)

(e)(1) The vetting official will notify the Contractor that it—

(i) Has passed vetting,

(ii) Has not passed vetting, or

(iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specifies.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(f) *Reconsideration.* (1) Within 7 calendar days after the date of the vetting official's notification, the contractor or prospective subcontractor that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the contractor's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(g) A notification that the Contractor has passed vetting does not constitute any other approval under this contract.

(h) When the contractor anticipates awarding a subcontract for which consent is required under (48 CFR) FAR clause 52.244-2, Subcontracts, the subcontract is subject to vetting. The prospective subcontractor must submit a USAID Partner Information Form, USAID Form 500-13, to the vetting official identified in paragraph (d) of this clause. The contracting officer must not consent to award of a subcontract to any organization that has not passed vetting when required.

(i) The contractor agrees to incorporate the substance of paragraphs (a) through (g) of this clause in all subcontracts under this contract.

I.19 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

I.20 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

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

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

I.21 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

(a) Vacation leave.

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

For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall

develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

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

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

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

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

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

(c) Home leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

I.22 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)

Prior written approval by the contracting officer, or the contracting officer's representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor must therefore present to the contracting officer or the contracting officer's representative, 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 advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer's or contracting officer's representative's (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the contracting officer or contracting officer's representative, of planned travel, identifying the travelers and the dates and times of arrival.

[END OF SECTION I]

*THIS SPACE INTENTIONALLY LEFT
BLANK*

SECTION J: ATTACHMENTS

ATTACHMENT 1: BRANDING IMPLEMENTATION PLAN AND MARKING PLAN

Annex F

Branding Implementation Plan and Marking Plan

Branding Implementation Plan and Marking Plan

The following draft Branding Implementation Plan and Marking Plan serves to inform the Branding Strategy, which will be finalized upon award of the Regional Agricultural Development Program – East (RADP-East).

BRANDING STRATEGY

With reference to Automated Directives System (ADS) 320.3.2.1, below is the required Branding Strategy.

Program name: Regional Agricultural Development Program – East (RADP-East).

Branding: All USAID logos on materials and communications produced under this program will be positioned in accordance with the standardized USAID regulations on branding. DAI will use full, exclusive USAID branding and the USAID tagline “This assistance is from the American people, jointly sponsored by USAID and the Government of the Islamic Republic of Afghanistan,” on materials and communications, which may be translated as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Representative (COR) and Contracting Officer (CO), if the activity is jointly sponsored.

Desired level of visibility: All branding will comply with the standardized USAID regulations on branding. USAID identity will be prominently displayed on commodities and equipment; in printed, audio, visual, and electronic public communications; in studies, reports, publications, websites, and promotional and informational products; and events.

Organizations to acknowledge: The branding may acknowledge other organizations deemed as partners of an event or deliverable, at the discretion of the COR and CO.

BRANDING IMPLEMENTATION PLAN

How to incorporate the message: DAI will use full branding and the USAID tagline “This assistance is from the American people, jointly sponsored by USAID and the Government of the Islamic Republic of Afghanistan,” in communications and materials directed to beneficiaries. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the COR and CO.

How to publicize the program: DAI will publicize the program through press releases, press conferences, media interviews, site visits, success stories, beneficiary testimonials, professional photography, public service announcements, videos, webcasts, e-invitations, email list serves, and social media such as Facebook. Additional ideas to increase awareness that the American people support this project include having short-term consultants or trainers include a statement that the technical assistance they provide is made possible as a result of “assistance from the American people.” The primary audience for materials and documents produced by RADP-East includes all beneficiaries of the program at all levels of the value chain, the Government of the Islamic Republic of Afghanistan (GIROA), and USAID. The secondary audience for materials and documents produced by RADP-East include the Afghan private sector, Afghan citizens, and regional trading partners.

Key milestones or opportunities: Key milestones are anticipated to generate awareness that the program is from the American people, jointly sponsored by USAID and GIROA, or an explanation if this is not appropriate or possible. These key milestones may be linked to specific points in time, such as the beginning or end of a program, or to an opportunity to showcase publications or other materials, research findings, or program successes; spotlight trends; highlight success stories; feature beneficiaries as spokespeople; promote endorsements from partner municipalities, ministries, or local organizations; and communicate program impact/overall results.

MARKING PLAN

With reference to ADS 320.3.2.3, below is the required Marking Plan. The table below outlines the types of materials that may be produced under RADP-East. Any materials that are not anticipated below, but are produced under the program, will also be subject to branding guidelines and CO approval, as appropriate. Please note that marking is not required on items used as part of the administration of the contract, such as stationery products, equipment, and offices. The goal is to mark projects, not implementing partners. Thus, letterhead, nametags, business cards, office space, equipment, and supplies are not subject to branding. However, if DAI “mixes” use of

this equipment to perform administrative functions and actual assistance delivery, then it will be marked in the same manner as if it were being used solely for assistance delivery.

Every contract deliverable that is marked with the USAID identity for RADP-East will follow design guidance for color, type, and layout in the Graphic Standards Manual as related to equipment, reports, studies, events, and public communication (including printed products, audio, visual, and electronic materials). The USAID logo will be used for program-based correspondence. DAI letterhead will be used for administrative matters and will not have the USAID logo. Business cards will not show the USAID logo.

Category	Type of Marking
Stationery products (administrative business)	USAID standard graphic identity will not be used (pertains to letterhead, envelopes, and mailing labels).
Business cards	USAID standard graphic identity will not be used on business cards. The contractor should use its own business cards, but include the line "Regional Agricultural Development Program – East (RADP-East)" on business cards.
Office signs	USAID standard graphic identity will not be used to mark program offices.
Program deliverables	Follow guidelines for full branding.
Website	Follows guidelines for full branding.
Vehicles	USAID standard graphic identity will not be used.
Program office equipment	If RADP-East equipment has "mixed use" in that it is used to perform administrative functions and actual assistance delivery, then it will be marked in the same manner as if it were being used solely for assistance delivery.
Technical reports/studies; briefing papers, memoranda, and policy recommendations; training materials/manuals	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
CD-ROMs	The USAID identity will be printed on the CD label, splash screen/menu, and packaging; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
PowerPoint presentations	The USAID identity is required on title breaker slides; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
Conference posters and presentations	The USAID identity will be printed on the poster or presentation; design follows guidelines for professional meetings or full branding unless co-branding is acceptable or an exemption is provided for no branding.
Videos	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
Program materials	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
Technical web portal, Facebook page, networking applications	Follow guidelines for co-branding; the USAID identity will be included on the homepage and sub-pages as appropriate (individual documents included on the portal will be branded as appropriate).
Event signs, banners, and exhibition booth materials	The USAID identity will be printed on the materials; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
Project promotional materials (such as success stories, beneficiary announcement of research, testimonials)	The USAID identity will be printed on the materials; design follows guidelines for full branding.
Television shows, radio shows, online spots	The USAID identity will be printed on the materials; design follows guidelines for full branding.
Materials for policy launch	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
Materials for site visits	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.
Commodities	The USAID identity will be printed on the cover of documents; design follows guidelines for full branding unless co-branding is acceptable or an exemption is provided for no branding.