AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350) — RATING: N/A — PAGE 1 OF 213 PAGES

2. CONTRACT NO (Proc. Inst. Ident.): AID-306-I-15-000012

3. EFFECTIVE DATE: See Section F.2(a)

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.: REQ-306-13-000158

5. ISSUED BY — CODE

Office of Acquisition and Assistance
USAID/Afghanistan
Great Massoud Road
KABUL, Afghanistan

6. ADMINISTERED BY (If other than Item 5) — CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

IDS International Government Services LLC
2500 Wilson Blvd, Suite 200
Arlington VA 22001

DUNS No. 79-004-6978

CODE — FACILITY CODE 4MWV6

8. DELIVERY

[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block #12

11. SHIP TO/MARK FOR — CODE AFGHANISTAN

12. PAYMENT WILL BE MADE BY — CODE

Office of Financial Management
USAID/Afghanistan
6180 Kabul Place, Dulles
VA 20189-6180
E-mail: KabulAIDvouchers@usaid.gov

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)(5)

14. ACCOUNTING AND APPROPRIATION DATA

See Section G.7

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Monitoring Support Project (MSP) Indefinite Delivery Indefinite Quantity (IDIQ) Contract (Continued in Section B and C)	1	1	170,000,000	170,000,000

15G. TOTAL AMOUNT OF CONTRACT $170,000,000.00

16. TABLE OF CONTENTS

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	1-5	X	I	CONTRACT CLAUSES	90-127
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	6-15			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	16-33	X	J	LIST OF ATTACHMENTS	128-213
X	D	PACKAGING AND MARKING	34			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
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X	H	SPECIAL CONTRACT REQUIREMENTS	60-89		M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. [ ] AWARD (Contractor is not required to sign this document.) Your offer 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) — [redacted]

19B. [redacted] — 19C. DATE SIGNED [redacted]

20A. NAME OF CONTRACTING OFFICER [redacted]

20B. UNITED STATES OF AMERICA — BY [redacted] — 20C. DATE SIGNED [redacted]

STANDARD FORM 26 REV. (4-85)

AWARD/CONTRACT

1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350): RATING N/A

2. CONTRACT NO. (Proc. Inst. Ident.) AID-306-I-15- 00012

3. EFFECTIVE DATE See Section F.2(a)

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-306-13-000158

5. ISSUED BY CODE

Office of Acquisition and Assistance
USAID/Afghanistan
Great Massoud Road
KABUL, Afghanistan

6. ADMINISTERED BY (If other than Item 5) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

IDS International Government Services LLC
2500 Wilson Blvd, Suite 200
Arlington VA 22001

DUNS No. 79-004-6978

CODE FACILITY CODE 4MWV6

8. DELIVERY

☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM Block #12

11. SHIP TO/MARK FOR CODE AFGHANISTAN

12. PAYMENT WILL BE MADE BY CODE

Office of Financial Management
USAID/Afghanistan
6180 Kabul Place, Dulles
VA 20189-6180
E-mail: KabulAIDevouchers@usaid.gov

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See Section G.7

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18. ☐ AWARD (Contractor is not required to sign this document.) Your offer 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) [redacted]

20A. NAME OF CONTRACTING OFFICER [redacted]

19B. NAME OF [redacted]
BY _____ (Signature of person authorized to sign)

19C. DATE SIGNED [redacted]

20B. UNITED STATES OF AMERICA
BY _____ (Signature of Contracting Officer)

20C. DATE SIGNED

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PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE

The purpose of this contract is to provide services that fall within the Scope of Work (SOW) specified in Section C for USAID Monitoring Support Project (MSP). USAID Task Order Contracting Officers (TOCOs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES

This is a multiple-award Indefinite Delivery Indefinite- Quantity (IDIQ) Contract. The Government will issue task orders that are either Firm-Fixed-Price (FFP) or Cost-Plus-Fixed-Fee (CPFF) term or completion. The Contractor must perform the work set forth in task orders at prices consistent with Section B of this contract. Cost-type task orders will indicate if they are completion or term form.

B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds in the amount of $50,000 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of services.

Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order. The initial obligation will be used as part of the funding for the initial task orders awarded under this contract.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple award Indefinite Delivery Indefinite Quantity (IDIQ) Contract with an overall shared ceiling price of U.S. $170,000,000 ($170 million). The maximum aggregate dollar value of task orders awarded to all Contractors cannot exceed the contract ceiling. This ceiling is not being subdivided among the number of awardees, nor is it being multiplied by the number of awardees.

B.5 FIXED FEE CEILING (COST-PLUS-FIXED FEE TYPE ONLY)

NOTE: The ceiling on fixed fee does not apply to Fixed-Priced Task Orders.

(a) For each task order issued under this IDIQ contract, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual task order exceed [redacted] of the task order's estimated cost, excluding fee.

This fee must not be applied to the cost of grants under contracts (GUCs) or other costs that have a separate fee ceiling established below. The fee ceiling applies to the prime contractor and any subcontractors.

(b) The Total Estimated Cost-Plus-Fixed-Fee for each Task Order must be negotiated in accordance with the terms of this contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, and 2 CFR 200 Subpart E, Cost Principles.

(c) Fixed Fee Payment. For any Task Order issued under this Contract, at the time of each payment of allowable costs to the contractor, the USAID paying office ordinarily pays the contractor a percentage of fixed fees that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

(1) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the contractor has completed, then the TOCO may suspend further payment of any fixed fee until the contractor has made sufficient progress to justify further payment, up to the agreed percentage.

(2) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this Contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

B.6 CONTRACT LINE ITEMS (CLINS)

When using a Cost Reimbursement contract, the contract amount should be stated only in terms of three contract line items called (CLINs) - Total Estimated Cost, Fixed Fee, and Total Estimated Cost-plus-fixed-fee. This does not apply to fixed priced task orders.

B.7 LABOR

(Only applicable to CPFF task orders)

(a) Central management costs will be handled through the following method:

- Contractors will be authorized to bill USAID directly for IDIQ Contract management costs as specified in a task order issued to the Contractor.

(b) The work day and work week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors is set forth in Attachment J.12 “Contractor and major subcontractor policy for workday, workweek, and paid absences.”

(c) Compensation: Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 2007) and section H.2 of the IDIQ contract.

(d) Salary Approval: Acceptance of the Contractor labor rates presented during IDIQ Contract or task order negotiation does not constitute approval of final salary rates above the Contractor Salary Threshold (CST). (ADS 302.) Approval requirements per ADS 302. 3.6.10 will apply for all salary approval requests above the CST. See section H.2 for additional guidance on approvals.

(e) Labor Categories: The Contractor shall furnish personnel with the necessary education, training and/or relevant experience, as specified in the task orders to be issued under this contract. Task order proposals must justify proposed rates to the satisfaction of the TOCO.

B.7(f) LABOR CATEGORIES – UNBURDENED CEILING DAILY RATES

(Only applicable to CPFF task orders)

(1) The task order must include labor rates that are equal to or lower than the Ceiling Daily Rates (CDRs) set forth below.

Each Ceiling Daily Rate (CDR) for personnel listed below is "unburdened" and must only include salary costs or consulting rates of the individual providing services.

The CDR for employees must not include the following:

- Payroll costs (fringe benefits, FICA, allowances, differentials, etc.);
- Indirect Costs applicable to labor; and
- Profit or fee, if any.

The CDRs set forth below are fixed for the term of the IDIQ contract award and are for an eight hour day, and apply to all Subcontractors. If a new Subcontractor is proposed for a specific task order on other than a fixed-price basis, the CDRs set forth below will apply, and the subcontract is subject to consent by the TOCO.

The ceiling rates presented below do not constitute approval of final salary rates above the Contractor Salary Threshold (CST) (see ADS 302.3.6.10.). All TOCOs must comply with the approval requirements in ADS 302.

(2) The unburdened ceiling daily rate for each labor category in the table below represents the mid-level and senior-level rate in each labor category. Two unburdened ceiling daily rates for each labor category are included in the contract to provide more flexibility under task orders. If junior-level personnel are required under task orders, they must be proposed at rates below the mid-level unburdened ceiling daily rate.

[NOTE 1: The Unburdened Ceiling Daily Rates apply to any CPFF task order(s) that are awarded under this contract.]

[NOTE 2: The Unburdened Ceiling Daily Rates apply to prime Contractor, Subcontractor, TCNs, CCNs, and consultant salaries. For consultants that typically bill using a loaded rate, Contractors must propose any charges above the CDR separately and note in the budget narrative.]

[Note 3: Locally Hired National Personnel or Other Non-U.S. Expatriate Rates

All locally hired national personnel and other non-U.S. expatriates must be paid in accordance with AIDAR 722.170.

Salaries for individual locally-hired personnel and other non-U.S. expatriates under this contract and any resulting subcontract must be in accordance with AIDAR 752.7007, Personnel Compensation (July 2007), and should be based upon a combination of factors including the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and consideration of the individual's education, work experience and recent relevant salary history.

Unless otherwise authorized by USAID, the compensation for CCN and TCN labor must not exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by USAID and must be paid in the currency of the cooperating country.]

[NOTE 4: The Unburdened Ceiling Daily Rates below do not apply to Firm-Fixed-Price (FFP) Task Orders.]

LABOR CATEGORIES – COMPONENT ONE

Category	Labor Category	CDR Mid	CDR Senior
1001	Chief of Party, Senior Level	[redacted]	[redacted]
1002	DCOP Program Development, Finance, Administration	[redacted]	[redacted]
1003	Finance Manager	[redacted]	[redacted]
1004	Monitoring and Evaluation Specialist	[redacted]	[redacted]
1005	Information Management Specialist	[redacted]	[redacted]
1006	Survey Design Specialist	[redacted]	[redacted]
1007	IDIQ Contract Manager	[redacted]	[redacted]

An escalation rate of [redacted] per year is applicable to the Unburdened Ceiling Daily Rates indicated above for the duration of the contract not to exceed the Contractor Salary Threshold (CST).

(3) Definition of labor categories:

1001 Chief of Party: The Chief of Party (COP) shall be responsible for the overall management and implementation of the task order and report directly to the USAID Contractor Officer's Representative. S/he shall supervise project implementation and ensure that the project meets stated goals and reporting requirements. The COP is also responsible for overall cost and budget management, oversight of technical work and compliance with the conditions of the task order, including sub-awards. The COP will confer regularly with USAID management on strategy in order to maximize impact, effectiveness and sustainability.

1002 DCOP Program Development, Finance, and Administration: The Deputy Chief of Party (DCOP) will be responsible for day-to-day management of the task order, including work plans, staffing, and gathering information and data for reporting or analysis as required by the

award. The DCOP will prepare reports and will provide recommendations on the direction of implementation to Chief of Party or USAID as needed. The DCOP is also responsible for overseeing and managing logistics in order to support implementation. The DCOP must also fulfill the role as Chief of Party when the Chief of Party is absent.

1003 Finance Manager: The Finance Manager will oversee the financial management and accounting of the task order. Responsibilities include maintaining and managing field office accounts in coordination with HQ and preparing and tracking budgets and expenditures. The finance manager reviews vouchers and payment requests, including proper back-up documentation to ensure financial compliance. S/he will also manage procurement of items under the task order in accordance with USAID rules and regulations and ensures timely payments to staff, consultants and vendors.

1004 Monitoring & Evaluation Specialist: The Monitoring and Evaluation Specialist will develop M&E plans, define project indicators, and collect and review monitoring data. S/he may contribute to performance and impact evaluations through questionnaire development, key informant in-depth interviewing, managing survey data collection, reviewing data, preparing datasets, analyzing quantitative or qualitative data, and report writing. The M&E specialist will interpret outcomes of implementation through data or other evidenced-based sources and provide program recommendations to the COP as needed. The M&E Specialist must reflect significant experience in the management of field monitoring, evaluation design, empirical and statistical analysis, environmental compliance, management of information systems, and working in challenging environments.

1005 Information Management Specialist: The Information Management (IM) Specialist will be responsible for regularly using the USAID Afghan Info database to download and manage project output data that will be used for verification and monitoring activities, for managing the upload of final verification and monitoring data back into the system, and for maintaining any monitoring data that is not stored in Afghan Info (e.g., personally identifiable information). The IM specialist will also assist the M&E team on collecting, housing and presenting data from surveys or from other monitoring methods. The IM specialist will also oversee technological applications for both internal and external project purposes.

1006 Survey Design Specialist: The Survey Design Specialist will support the M&E Specialist by developing and implementing surveys to understand and improve program impacts. The Survey Design Specialist will be responsible for training enumerators and performing quality control on survey execution. S/he will work in conjunction with a local survey firm to develop and oversee a specified number of surveys that meet required parameters. These parameters may include but are not limited to: designated sample sizes, rapid development or deployment, or progressive data collection methods using technology.

1007 IDIQ Contract Manager: Shall bear primary responsibility for technical aspects of contract performance, as well as procurement personnel, reporting, and other management related requirements of the contract. The labor and associated costs for the IDIQ Contract manager will be included either as part of the Contractor's indirect costs, or as a percentage of an individual position's effort under task orders to the extent the functions are allocable to the

particular task orders. The Contractor will clearly state in each Task Order proposal how it intends to allocate these central management costs.

Specifically, the IDIQ Contract Manager shall:

- Respond to task order requests, and provide central management and oversight of task orders under this award, working collaboratively and often with USAID central and field project managers, technical officers, Contracting Officers, and meet and consult regularly with the IDIQ Contract COR.
- Select, provide technical and administrative direction and guidance to, and place and support all technical experts carrying out technical requirements.
- Report to USAID technical and contract personnel in accordance with USAID reporting requirements in Section F.
- Ensure quality and control methods in a consistent and transparent manner for all contracted tasks and functions.

IDIQ Contract Manager Qualifications Requirements:

- Minimum of six (6) years of recent project management experience with a US Government foreign affairs agency, international assistance organization, or non-governmental organization
- Experience in community development, economic development, mediation/arbitration, conflict resolution, democracy and governance, international law, human rights activities, and/or political analysis.
- Minimum of two (2) years of overseas field experience working in one or more developing countries undergoing political instability;
- A minimum of two (2) years of supervisory experience (including but not limited to mentoring, training, and guiding staff).

Other Personnel Qualifications Requirements:

In order to perform the statement of work set forth in Section C, the Contractor must provide personnel that meet the minimum education and experience requirements set forth below. The minimum qualifications for mid-level and senior personnel are as follows and correspond to the Unburdened Ceiling Daily Rates.

Level	Academic Degree *	Plus Approximate Years of Relevant Work Experience **	Including Years of Experience in International Development	Relevant Regional Experience	Relevant Language Fluency
Senior	Ph.D.	8	As specified in the Task Order	As specified in the Task Order	As specified in the Task Order
	JD/ABD	10			
	MS/MA/MB	12			
	BS/BA	15			
	Less than a Bachelors	20			
Mid	Ph.D.	4	As specified in the Task Order	As specified in the Task Order	As specified in the Task Order
	JD/ABD	5			
	MS/MA/MB	6			
	BS/BA	8			
	Less than a Bachelors	10			

*****Highest degree obtained shall be related to work being performed.
******Relevant Work Experience is required for the levels indicated.

B.7 (g) SUBCONTRACTOR RATES.

The following provides guidance for various subcontracting arrangements:

(i) The Prime subcontracts with an approved subcontractor from the original IDIQ competition

The unburdened CDR's for the prime contract apply to the subcontractor.

(ii) The Prime contracts with a new subcontractor not yet approved

The unburdened CDR's for the prime contract apply to the new subcontractor.

(iii) Prime subcontracts with a new subcontractor not yet approved and may or may not have a different cost accounting system that only processes fully burdened rates. Further, subcontractor proposes rates that are "above" the prime IDIQ rates.

The Prime may then include in its TO proposal, (i) the fully burdened rate proposed to the Prime by the Subcontractor,(ii) allocation of the Prime's indirect costs in accordance with established accounting practices, and (iii) a reasonable profit. If the rates proposed to USAID, inclusive of the Prime's allocable indirect costs and a reasonable profit are *above* the Prime's unburdened CDRs , the Prime must disclose the amount of the indirect costs, and the amount of the proposed profit that were added to the Subcontractor's proposed rates. A reasonable profit will be

negotiated by the TOCO for the specific TO. The CDRs of the subcontractor must not exceed the prime's CDRs in the IDIQ contract.

B.8 LABOR (UNBURDENED CDR) RATE CHANGES

The Contractor may submit a proposal reducing the labor ceiling rates and/or indirect ceiling rates at any time during the life of this contract. The Government will review these proposals and determine if the revised ceiling rates are realistic and in the best interests of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new ceiling rates into the contract.

B.9 INDIRECT COSTS AND ADVANCED UNDERSTANDING ON CEILINGS

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

IDS- PRIME	**Fringe Rate (%)**	**Overhead Rate (%)**	**Overhead Ceiling Rate (%)**	**G&A Rate (%)**	**G&A Ceiling Rate (%)**
Rate	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Base of Application	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Source	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
Period	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

**Special Note: The un-shaded columns in the indirect cost table are the current approved indirect cost rates for the prime.*

Contractors are allowed to recover applicable indirect cost (i.e., overhead, G&A, etc.) on other direct cost (ODCs) if it is part of the Contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

The Contractor will make no change in its established method of classifying or allocating indirect costs that impacts this contract without the prior written approval of the Contracting Officer.

Reimbursement for indirect costs must be at final negotiated rates, but not in excess of ceiling rates specified above.

The Government must not be obligated to pay any additional amount associated with indirect costs above the ceiling rates established in the contract. This advance understanding must not change any monetary ceiling, cost limitation, or obligation established in the contract.

NOTE: For Fixed-priced Task Orders, the overhead ceilings serve as a basis for negotiation only.

Note: Contractors are allowed to recoup indirect costs (OH, G&A, etc.) as other direct costs if it is part of the contractor’s usual accounting procedures, consistent with FAR Part 31 and the contactor’s NICRA.

B.10 OTHER DIRECT COST

(a) In addition to direct labor, other direct cost necessary for the performance of the work under task orders, such as travel and transportation, lodging and subsistence expenses, and allowances may be authorized by the task order.

(b) The Contracting Officer determines which other direct costs are allowable, allocable, and fair and reasonable in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations or FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations). For those other direct costs the TOCO authorizes, Contractors are allowed to recover applicable indirect costs on these costs, if doing so is part of the Contractor's usual accounting procedures, consistent with the applicable cost principles, and are included in the Contractor's Negotiated Indirect Cost Rate Agreement.

[END OF SECTION B]

SECTION C – DESCRIPTION/ SPECIFICATIONS/ WORK STATEMENT

C.1 ACRONYMS AND DEFINITIONS

The following terms and acronyms are used in this IDIQ Contract and subsequent task orders with meanings as reflected below:

Term/Acronym	Meaning
ADS	USAID Automated Directives System
Afghan Firm	An Afghan Firm is (1) an entity with a valid Afghan business license and ownership of at least 51% of the entity by one or more Afghan citizen (s) resident in Afghanistan or (2) a joint venture which includes substantial and material participation of an Afghan Firm. Substantial participation means performance of at least 60% of the contract work, measured by contract/task order value, by the Afghan Firm's own forces.
AIDAR	USAID Acquisition Regulation
AOR	Agreement Officer's Representative
AISA	Afghanistan Investment Support Agency
BIP	Branding Implementation Plan
CO	Contracting Officer
COM	Chief of Mission
COM/FRAGO	Chief of Mission/Fragmentary Order
COP	Chief of Party
COR	Contracting Officer's Representative
CST	Contractor Salary Threshold
CSO	Civil Society Organizations
DEC	Development Experience Clearinghouse
DO	Development Objective
FAIDA	USAID-funded Financial Access for Investing in the Development of Afghanistan project
FFP	Firm-Fixed-Price
GIRoA	Government of the Islamic Republic of Afghanistan
GPS	Global Positioning System
IR	Intermediate Result

IVR	Interactive Voice Response
M&E	Monitoring and Evaluation
MOA/MOU	Memorandum of Agreement/Memorandum of Understanding
MP	Marking Plan
MSP	Monitoring Support Project
NGO	Non-Governmental Organization
NICRA	Negotiated Indirect Cost Rate Agreement
NTP	National Tuberculosis Program
ODC	Other Direct Cost
OP	Operational Plan
OPPD	USAID Office of Program and Project Development
OSSD	USAID Office of Social Sector Development
PMP	Performance Management Plan
PPR	Performance Plan and Report
PSC	Private Security Contractors
RFP	Request for Proposal
RFTOP	Request for Task Order Proposals
SMS	Short Message Service
SOW	Scope of Work
TCN	Third Country National
TO	Task Order
TOCO	Task Order Contracting Officers
TOCOR	Task Order Contracting Officer’s Representative
USAID	United States Agency for International Development
USG	United States Government

C.2 INTRODUCTION

The purpose of MSP is to supplement existing monitoring efforts by USAID/Afghanistan staff and function as one part of a multi-tiered approach to verifying and monitoring USAID projects in Afghanistan. Technical offices in the USAID Mission will use the information gathered and reported by MSP to inform their decision-making processes with respect to managing USAID Implementing Partner performance throughout Afghanistan.

USAID will use MSP initially to meet the narrow purpose of verifying implementing partner reporting on their project performance. As the MSP project evolves, USAID might expand the use of the project to perform enhanced monitoring of project performance and other development outcomes. Descriptions of all sectors and projects can be found online at http://www.usaid.gov/what-we-do. A list of all current projects[1] by province for which MSP will provide verification and monitoring services is attached in Attachment J.13.

C.3 BACKGROUND

USAID has established performance management and evaluation procedures for managing and overseeing its assistance programs. These procedures, among other things, require (1) the development of a Mission PMP; (2) the establishment and approval of implementing partner performance indicators and targets within project PMPs; and (3) the collection, analysis and use of performance data.

After more than a decade of fighting in Afghanistan, the United States and its allies are set to transfer security responsibilities to Afghan forces in 2014. This transition poses many challenges and constraints. While international military forces draw down, USAID and other donors have committed to maintain a robust development partnership with Afghanistan. Utilizing the Multi-Tiered Monitoring Approach as articulated in project-specific Monitoring Overviews, USAID seeks to supplement existing project monitoring efforts with additional sources of monitoring data. MSP will be an additional monitoring tool to supplement other monitoring data provided to USAID. To be timely and useful for performance management, monitoring data must be frequent and accurate. More frequent and accurate independent monitoring of development activities also will contribute to effective performance management and mitigate fraud.

C.4 TECHNICAL REQUIREMENTS AND COMPONENTS

For USAID/Afghanistan to continue to assist Afghans throughout the country while advancing U.S. policy and programmatic goals, the Mission will need constant and regular information on project performance. In addition to the self-monitoring inherent in every USAID project and the

[1] Current USAID policy defines "project" as a set of executed interventions, over an established timeline and budget, intended to achieve a discrete development result by resolving an associated problem. A project will include several different implementing mechanisms that are individually contracted or granted to implementing partners. However, for the purposes of this Contract, "project" will mean the "implementing mechanism" as defined by the agency.

regular engagement with implementing partners and monitoring that USAID staff already conduct, supplemental information on project implementation will enable more rigorous monitoring.

The main objective of the MSP is to provide USAID/Afghanistan with an additional layer of data on project implementation, allowing technical offices to compare information from their own monitoring efforts with additional sources of independent monitoring data, and make evidence-based management decisions on the performance of their projects. To achieve this objective, the MSP will provide USAID/Afghanistan with *sufficient, accurate, and verified* information on the progress of the technical projects across its portfolio in accordance with approved project Work Plans and PMPs and the Mission-wide PMP.

"Sufficient information" means that MSP contractors must provide USAID with verified information requested in project PMPs and the Mission PMP, which should allow USAID to make strategic decisions about the direction of its project portfolios. "Accurate information" means the MSP contractor must, to the best of its abilities, ensure USAID receives data that reflects the reality in the field without bias or distortion. "Verified information" refers to the role the MSP contractor must play in corroborating information that other USAID implementing partners provide through their normal reporting functions. In addition to verification, the MSP contractor in some cases must assess the quality of the data collected and to confirm activity implementation.

Currently, there are 56 projects[2] for which MSP will provide verification and monitoring services. A list of these projects by province is attached in Attachment J.13. Descriptions of sectors and projects can also be found online at http://www.usaid.gov/what-we-doThe theory of change is that with a set of monitoring tools designed to help supplement its current monitoring efforts in Afghanistan, USAID will be able to obtain sufficient, accurate and verified information that allows the Mission to make well-informed decisions about its portfolio, target programming to address gaps in assistance, avoid costly duplication of project activities, and mitigate risks. The Contractor is expected to propose to USAID additional innovative tools and approaches not listed here to achieve the MSP goal.

Geographically, this project will cover all the areas where technical USAID projects perform work, which is currently most of Afghanistan. In future years, USAID programming will further consolidate into "regional economic zones" that center around the major cities of Kabul, Mazar-i-Sharif, Herat, Kandahar and Jalalabad and extend into districts surrounding those cities. The MSP verification and monitoring activities will follow any changes in USAID programming.

The USAID Office for Program and Project Development (OPPD) will work with the technical office and the implementing partner for each technical project to define a PMP and a process for collecting relevant data by that implementing partner. After this PMP is defined, the technical office will work with OPPD and the MSP contractor to develop a verification and monitoring work plan for the project. These will be technical projects implemented through USAID contracts, grants, and cooperative agreements with private implementing partners, as well as on-budget assistance through GIRoA Ministries.

[2] Over the five years of MSP, some projects will end and new projects will commence. MSP is designed to provide verification and monitoring services for sixty to eighty (60-80) technical projects within the Mission's portfolio.

In the verification and monitoring work plan, USAID/Afghanistan will define the type, frequency, and extent of verification that needs to occur. The MSP contractor will be responsible for proposing and implementing a mix of verification and monitoring methods that is appropriate and effective for each project. The resulting verification and monitoring reports need to provide sufficient, accurate, and verified information on the performance of technical projects implemented by USAID/Afghanistan for AORs/CORs to make informed performance management decisions.

The work to be completed under this IDIQ Contract is divided into two components: Component 1 and Component 2, as follows:

- Component 1
  - Monitoring and Verification,
  - Capacity Building, and
  - Environmental Compliance.

- Component 2
  - Knowledge Management, and
  - Communication.

C.4.1 Component 1

(a) Project Monitoring and Verification

As described above, the main objective of this work will be to provide USAID/Afghanistan with an additional layer of data on project implementation, allowing technical offices to compare information from their own monitoring efforts with additional sources of monitoring data, and make evidence-based management decisions on the performance of their projects. To achieve this objective, the MSP will provide USAID/Afghanistan with *sufficient*, *accurate*, and *verified* information on the progress of technical projects within its portfolio in accordance with the approved project PMPs and Mission PMP. This task will be done through separate verification activities corresponding to specific technical projects that the MSP contractor will manage. The MSP contractor must submit regular and timely Verification and Monitoring Reports for each verification and monitoring activity completed. The MSP contractor also must upload the raw supporting data produced from the verification and monitoring activities into the Mission knowledge management database, Afghan Info. See Section F.3 in each of the Request for Task Order Proposals for specific requirements for this deliverable.

The MSP initially will perform verification and monitoring activities of select outputs and outcomes for about 56 active projects across Afghanistan. The exact number of projects for which MSP will provide supplemental verification and monitoring data will vary as some projects conclude and others begin implementation. For a given project, MSP also will be used to provide supplementary verification and monitoring data for only a select set of outputs and outcomes, rather than all of the indicators in the project PMP. The projects to be monitored are technical projects implemented through USAID contracts, grants, and cooperative agreements, as well as "on-budget assistance," which is implemented directly through ministries of the Government of the Islamic Republic of Afghanistan (GIRoA).[3]

[3] Attachment J.13 lists the current projects being implemented through GIRoA ministries that will be monitored under MSP. These ministries include the Ministry of Public Health, Ministry of Education, and Ministry of

While the specific monitoring support MSP is to provide for each project will be determined on a case-by-case basis, general portfolio requests can be identified and are provided here as examples. Most economic growth, infrastructure, and agriculture projects will take place inside "regional economic zones" that surround Afghanistan's largest cities. Implementing partners will execute stabilization projects predominantly near these regional economic zones, but not necessarily within them. Health projects will be focused largely on providing technical assistance to the Ministry of Public Health (MoPH) in Kabul, and will make less use of MSP for supplementary verification and monitoring data on outputs, but MSP will be available to verify trainings and reported results, as requested. Education, and Democracy and Governance projects will be implemented throughout the country. Throughout all portfolios, MSP will be available to conduct data quality assessments; environmental compliance assessments; field visits; and the collection, documentation, and transfer of data to Kabul, as needed.

USAID/Afghanistan's technical offices will work with the Office of Program and Project Development (OPPD) to design a Statement of Work for the verification and monitoring needs of each project's performance, including a set of output and outcome indicators and potential monitoring methods. The MSP Contractors must recommend to USAID any modification to the monitoring methods—which could enhance the verification and monitoring of the indicators outlined in the Statement of Work—and in executing the verification and monitoring activities. To adequately respond to these Statements of Work, including the verification/monitoring tools and methods needed, the Contractor must maintain a staff capable and available to provide technical assistance to USAID in all the technical areas in which USAID/Afghanistan works. The Contractor also must be present for one initial meeting with each technical project implementing partner to agree upon a strategy for collecting information to verify the performance of that technical project. To maintain objectivity, the Contractor must not share findings with technical project implementing partners regarding project monitoring components unless requested by USAID.

On occasion, disagreements over the findings of the Contractor's monitoring tasks will arise. At USAID request, the Contractor must appear for meetings with USAID staff and/or technical project implementing partners to explain any discrepancies between its findings and the findings of the technical project implementing partner's own monitoring. At such meetings, USAID staff will discuss how the discrepancy will be resolved. The Contractor must work to resolve the discrepancy and adjust the future implementation of the monitoring task, as necessary.

To implement the tasks outlined in the verification and monitoring Statements of Work for each project, the Contractor must manage a diverse selection of monitoring tools. Additionally, the Contractor is expected to propose to USAID additional innovative tools and approaches not listed here to achieve the MSP goal. At a minimum, a basic set of monitoring tools or methods will include the following:

i. Monitoring Partners: These individuals will be hired by the Contractor or any local organization(s) included in the Contractor's management plan to visit project sites to verify activities that an implementing partner has completed and reported to USAID. The Contractor must direct the work of monitoring partners under their employ. The

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Agriculture Irrigation and Livestock. Other ministries will be added to this list as new on-budget projects begin implementation.

monitoring partners will report to the Contractor, who will then report to the USAID COR. The Contractor also might be required to observe and verify delivery of planned assistance. Aside from verification, monitoring partners might be asked to assess the quality of activity results, including those in less secure environments. The MSP contractor might structure its organizational plans and/or sub-contracting plans to best allow it to meet the objectives of the MSP. The precise nature of the data collection efforts will vary on a project-by-project basis. In certain instances, a contractor must collect baseline data and information to help answer questions of sector-level improvement for future evaluations, as prioritized by USAID. Monitoring partners will be expected to conduct the verification and monitoring activities assigned to them in ways that do not negatively influence the implementation of the technical project, including its beneficiaries. Additional specific technical expertise in different sectors (e.g., at least a bachelor's degree, or equivalent, in health, education, agriculture, economics, engineering, law) will also be necessary for determining the quality of activities being monitored. If monitoring partners do not have all the M&E expertise required initially, the Contractor must develop training to ensure the monitoring partners gain the necessary skills to appropriately perform this function. Monitoring partners will be the primary verification tool used in this contract. Every effort must be made to corroborate all information reported by monitoring partners, using objective monitoring techniques (such as GPS tracking, photography, and crowdsourcing, as described below), to reduce the risk of bias, error, or corruption. Monitoring partners must have the skills necessary to verify project activities and provide observations on performance.

ii. Global Positioning System (GPS) Tracking: The Contractor must equip monitoring partners with GPS receivers so they can navigate to and verify activity locations using only geographic coordinates provided by implementing partners through USAID. The Contractor must monitor use of GPS receivers to record the precise location of all of their verification visits. This information will be collected through photos taken with GPS-enabled cameras (see below), so location data collected with stand-alone GPS receivers can be used to validate the coordinates embedded in the photos.[4] For security reasons, USAID understands that monitoring partners will not always be able to record the precise location of their verification visits using standard GPS receivers. In such cases, the Contractor and monitoring partners shall devise strategies for recording the precise locations of activities, which might include using more discreet and inconspicuous GPS recording devices or coordinate identification with paper or online maps following a field visit. In the event standard GPS receivers cannot be used for a particular verification visit, the Contractor must inform USAID of the method to be used to determine the coordinates for that site before the monitoring is implemented.

Photography: The Contractor also must equip monitoring partners with GPS-, date- and time-stamp enabled digital cameras to record pictures that demonstrate the project implementation associated with the time and location of a particular verification visit. Much like their use of GPS devices, monitoring partners must take digital pictures of all of their verification visits, but security circumstances could prevent the possibility of taking such pictures. In the event a

[4] The reason for collecting the GPS coordinates twice—once with a stand-alone GPS receiver and again with GPS-enabled cameras—is because the accuracy of coordinates from GPS-enabled cameras is generally less than that of GPS receivers.

picture cannot be taken, the monitoring partners must inform USAID and record the reason in their verification reports.

iii. Satellite/Aerial Imagery Analysis: In certain instances, satellite and aerial imagery might be an effective way to verify that technical projects are advancing as planned. USAID/Afghanistan expects this tool might be employed regularly for the monitoring of 10 to 20 technical agriculture and infrastructure projects. USAID will work with interagency partners that already procure commercial satellite imagery to acquire imagery covering project sites where satellite/aerial imagery analysis is appropriate, so this cost will not be covered by the Contractor. This imagery is for official use only. The awardee must be able to provide analysis of the collected imagery. For example, an agriculture project might need to measure changes in cultivated land, such as wheat or orchard crops, over time. The requirement for satellite/aerial imagery data and analysis as a part of a verification and monitoring plan for a given project will be determined by the Contracting Officer Representatives (CORs/AORs) and the USAID M&E Unit, in consultation with the MSP contractor. USAID will work with its interagency partners to acquire the necessary unclassified imagery with the appropriate licenses for use in the project.

iv. Surveys: The Contractor must be able to design and deploy, with required assistance of a local sub-contractor specializing in survey work, two types of public opinion surveys:

- *Rapidly-developed and rapidly-deployed surveys.* These surveys will provide a quick perspective to USAID on the performance of a project. These surveys may reach a more limited number of respondents. The sampling must have statistically valid results, but this is not the single priority for the rapid survey. They may be deployed through a number of instruments and mediums, including human enumerators and cell phone-based surveys, as described below.

- *Larger, more rigorous surveys.* These surveys must be thoroughly designed and tested to prevent bias. They will reach sample sizes sufficient to ensure statistical validity. These surveys will be deployed through enumerators. The Contractor will be responsible for training the enumerators and performing quality control on the survey execution. The Contractor must have the capability to execute at least three of these surveys annually, yet the precise number of annual surveys required might vary from year to year.

v. Data collection with mobile devices: In addition to the above tools, the Contractor must be able to execute, with permitted assistance of a local sub-contractor, verification and monitoring activities using mobile devices, including cell phones. These include the following:

- *Conducting surveys of technical project beneficiaries via short message service (SMS; i.e., text messages) or interactive voice response (IVR) systems*[5]. The

[5] An interactive voice response system could be established using a shareable format for all MSP contractors, in order to reduce duplication.

Contractor must deploy such surveys, consisting of 1 to 20 questions, and manage the inflow of survey responses and compile them into a readable format.

- *Assisting implementers of technical projects in incorporating cell phone-based data collection into their project implementation.* For example, training participants might be expected to record their attendance at a training event by sending an SMS to a phone number that acts as a central database. The Contractor must manage the phone number where such messages are sent and the database where such information is collected and stored. Other projects may incorporate cell phone-based data collection into their projects in other ways. The Contractor must assist USAID and the technical project implementing partner in developing and managing these data collection methods.

- *Managing data intake and databases for unsolicited reporting.* The Contractor must assist in organizing and managing email addresses and phone numbers where project beneficiaries and other Afghan citizens can send information on project performance. The Contractor must compile information from these various email addresses and phone numbers into readable reports on a monthly basis for further action by USAID. Further action must entail follow-up visits by third-party monitors to locations that such unsolicited reporting identifies as particularly problematic or beneficial.

vi. "Crowd Sourcing:" In some circumstances, it might be advantageous to solicit feedback on specific aspects of project performance, or a related indicator, from a broader population, not just from direct beneficiaries. The MSP contractor must assist USAID technical offices in defining the specific and discreet monitoring tasks the public can perform objectively – commonly referred to as "crowd sourcing" – and the most effective methods of soliciting and receiving this information. For example, a sub-national governance project might work on training municipal employees on project planning and budgeting, yet to understand higher-level outcomes it is necessary to solicit information on municipal service delivery from the population of citizens in municipalities. In this case, the Contractor would work with USAID and the implementing partners of USAID technical projects to develop and implement outreach campaigns to inform communities about programs being implemented by USAID and/or the municipal government in a given community and their expected outcomes. Along with the outreach campaign, the Contractor would be responsible for (a) designing any incentive plan necessary to encourage the public's participation in the data collection exercise, while concurrently dissuading false reporting; (b) setting up the system necessary for receiving and managing the intake of information following the outreach campaign; and (c) compiling reported information into readable reports on a monthly basis. The compilation process will require translation services from Pashto and Dari into English.

(b) Capacity Building of Local Organizations to Monitor Projects

In addition to its immediate needs for supplemental verification and monitoring data, USAID is committed to fostering a culture of accountability in Afghanistan, including the monitoring and evaluation of development projects implemented by the Donor Community and GIRoA.

Component 1 will, therefore, include capacity building for local organizations—including civil society organizations, non-governmental organizations, private Afghan firms, local officials, and other local entities—to monitor and report on development projects. As local organizations are empowered to set and fulfill their own agendas, they also will need the tools and skills to effectively monitor the development projects that affect them. The Contractors implementing Component 1 must work with local organizations to build their capacity to conduct verification and monitoring activities, as well as to design and implement tools to assess organizational monitoring capacity. In the medium- to long-term, USAID can rely on the monitoring and reporting local organizations conduct to contribute to its overall project monitoring approach.

(c) Environmental Compliance Monitoring

In addition to verifying and monitoring project outputs, MSP will play a role in monitoring projects' compliance with environmental compliance regulations (22 CFR 216). The purpose of this component is to ensure that all USAID projects in Afghanistan either have no adverse effects on the environment, or mitigate any potential impacts. All USAID/Afghanistan projects have one of four environmental threshold decisions (ETD): (a) Categorical Exclusion (CE), (b) Negative Determination (ND), (c) Negative Determination with Conditions (NDC), and/or (d) Positive Determination (PD). A PD requires an Environmental Assessment (this will be the responsibility of the technical project implementing partner, not the MSP Contractor), which will identify mitigating measures to reduce impact to acceptable levels, or in case the impact is too great will recommend that the activity is not implemented.

Each project with an ETD falling within any one of the last two categories (NDC, PD) for any portion of their project will have an Environmental Mitigation and Monitoring Plan (EMMP), which outlines the steps the implementing partner will take to monitor the activities that could have an adverse environmental impact and all mitigation measures designed to off-set those impacts. The MSP contractors must verify that implementing partners with NDC or PD environmental threshold decisions are carrying out the measures outlined in the approved EMMPs on at least a semi-annual basis. For implementing partners operating under an ND, MSP contractors will be aware of the types of activities that might trigger a reevaluation by USAID of the ND determination and must notify the COR if such activities are discovered.

For all other projects that have a CE, Contractor does not have to provide detailed verification data related to environmental compliance, unless the monitors observe activities with potential adverse effects on the environment. All field monitoring staff therefore must have basic training on environmental compliance and familiarity with project-level EMMPs, so they can identify any potential issues during site visits.

The approach to conducting this verification work may include a mix of methods, as outlined above (Section C.4.1) of the IDIQ Contract SOW. The list of projects by province (Attachment J.13) also identifies the ETD for each project. The Mission Environmental Officer and the individual CORs for technical projects will use the verification data from the MSP contractors to manage each project's environmental compliance activities.

C.4.2 Component 2 "For Small Business Set-Aside (Only)"

(a) Implement Knowledge Management

The regular information gathering that the Contractors implementing Component 1 will conduct throughout Afghanistan will generate a large amount of data on the performance of projects in USAID/Afghanistan's portfolio. The Component 2 Contractor must work with the Component 1 Contractors to provide innovative solutions to capture and to share best practices that evolve as the situation on the ground changes. If these data are not readily available to USAID personnel in an easily accessible and understandable format, they cannot be used to make strategic decisions about the direction of USAID/Afghanistan's technical projects or inform the Agency of trial and error or changing approaches in response to evolving circumstances.

The Component 2 Contractor must work with USAID/Afghanistan to develop a rigorous knowledge management strategy that centralizes the data collected under the various monitoring activities the Component 1 Contractors will conduct. This strategy will include using USAID/Afghanistan's Afghan Info database as the central knowledge management system. Afghan Info is the USAID/Afghanistan web-based information and data storage and retrieval system developed out of USAID/Washington. Afghan Info houses project performance data for the entirety of USAID/Afghanistan assistance activities and includes GPS data, photos, all indicator reporting, and partner-uploaded regular reports. To effectively implement the knowledge management strategy, it might be necessary to make modifications to the Afghan Info system, which the Component 2 Contractor will be expected to support.

The Component 1 Contractors for MSP will be granted access to Afghan Info for the activity data that they are required to monitor and/or verify. This may not necessarily equate to "full access." USAID will determine what level of access is necessary for MSP contractors to fulfill their verification and monitoring functions. These contractors must manage the flow of their verification data and reporting into Afghan Info.

Certain data, however, will not be stored in Afghan Info (e.g., trainee names, contact information, and other personally identifiable information), so the Component 2 Contractor must work with the other Component 1 Contractors and USAID to develop tools and procedures to capture this data consistently across all projects and make it usable for verification and monitoring. Standard templates and data transfer procedures will be established and contractors will define methods of storing and verifying data that cannot be stored in Afghan Info, which includes personally identifiable information (PII). The contractor must collaborate, with input from USAID/Afghanistan, to produce one common strategy for non-Afghan Info data, as well as common practices to implement this strategy.

The Component 2 Ccontractor must work closely with the USAID/Afghanistan M&E Unit to ensure appropriate data transfer methods are in place among implementing partners, USAID and the Component 1 contractors to facilitate efficient and effective activity verification and monitoring. The COR or his/her designee will facilitate discussions between the MSP Ccontractors and other USAID program CORs/AORs about modalities of this data exchange. USAID shall own the intellectual property rights to any tools developed, including source code, and data collected by or transferred to the MSP Ccontractors to facilitate verification and monitoring of development activities.

In addition, the Component 2 Ccontractor must work with USAID in capturing and sharing best practices that evolve as the situation on the ground changes.

(b) Communications and Information Dissemination

Through its project verification activities, the MSP Ccontractors will gather a significant amount of information about the performance of USAID technical projects and sector wide development outcomes. This information will be used largely for USAID internal decision-making, but much of this information will be useful and informative for other iinternational ddonors, NGOs and civil society organizations operating in Afghanistan, as well as GIRoA itself. The information needs of USAID will vary widely for purposes ranging from regular management to responses to oversight bodies and the general public. As such, the Contractor is expected to be agile and prepared to respond at both regular and irregular intervals to USAID management requests for information about MSP and the monitoring being conducted.

Drawing on data collection and analysis related to project verification activities and sector-wide monitoring, annually, the Component 2 Contractor must work with the Component 1 Contractors to prepare publications that updates USAID on agreed upon monitoring components and compiled data and analysis. These published reports or studies will inform the wider body of the implementation, evaluation, and design related to development programming in Afghanistan. The Component 2 Contractor must submit this research and publications to USAID for approval before this work is completed. In addition, the Contractor will hold forums for the purpose of discussing findings, lessons learned, best practices, etc.

Where feasible and practical, USAID also will use MSP as an instrument to link into the traditional reporting structures in the country, such as UNAMA, The Afghanistan Center for Kabul University (http://www.acku.edu.af/), the Afghan NGO Coordination Bureau (http://www.ancb.org/) and other organizations seeking to build the body of knowledge about programming in Afghanistan, seeking to increase opportunities for collaboration, and improving transparency. The principle behind this approach is that, as more information is made publicly available and more information sharing is fostered, more transparency will be created and civil society will be able to take a greater role in how USAID programs achieve objectives, particularly to incidents related to the inappropriate use of funds. The information collected will be captured in the USAID/Afghanistan database (see Section H.40).

C.5 RELATIONSHIP TO MISSION STRATEGIES AND RESULTS FRAMEWORK AND SUPPORT TO REGIONAL PRIORITIES AND REQUIREMENTS

C.5.1 Relationship to Mission's Strategies and Results Framework

The MSP Project will fill an essential function in the Mission's overall monitoring and evaluation framework. It will serve as the mechanism to verify the performance data reported by project implementing partners, and to monitor project progress in meeting objectives, per their respective PMPs. USAID CORs/AORs will use the verification and monitoring data collected by the MSP contractor to make performance management decisions for their projects. At a higher level, these data also will help the Mission assess its progress in achieving its development objectives, as outlined in the Mission PMP.

The MSP relates to the country strategy by improving the collection and dissemination of relevant project performance information. The Tokyo Mutual Accountability Framework (TMAF) sets out goals for both GIRoA and international donor actions over the next decade. Demonstrating progress towards these goals will require rigorous data collection by GIRoA and the international donor community, and will affect funding decisions.

MSP will help GIRoA demonstrate progress by measuring the performance of on-budget projects that contribute to TMAF goals. More generally, several indicators within the current TMAF plan relate directly to reducing corruption within GIRoA and increasing transparency, most notably indicators 5, 7 and 9[6]. Corruption remains a critical problem in Afghanistan. Afghanistan ranked 174 out of 176 countries in the 2012 Corruption Perceptions Index conducted by Transparency International, making it one of the most corrupt and least transparent countries in the world. Collecting more information for on-budget projects (projects implemented through GIRoA systems) will help USAID assess progress achieved. This level of data collection will not substitute any required data collection on behalf of GIRoA or the government's responsibility to provide USAID the necessary documentation to demonstrate that TMAF or other on-budget indicators have been met.

At the same time, donor community members have committed to aligning their budgets closely with GIRoA's National Priority Plans (NPPs) and the Aid Management Policy. The MSP and similar projects will help donors demonstrate they successfully are aligning with these plans and making progress towards their goals. More generally, collecting more thorough information on the performance of USAID projects could reduce the information gap in Afghanistan. Broad, reliable figures on Afghanistan population and GDP still are lacking and, although MSP will not resolve these problems, it could help identify and address information gaps and encourage more collective action to address them further.

The MSP relates to regional strategies by measuring many regional goals. Several of the TMAF indicators mentioned in the above paragraph relate to important regional objectives, such as increased trade and accession to the World Trade Organization (WTO). The current Trade Accession and Facilitation for Afghanistan (TAFA) project works directly on these trade issues, and MSP will help measure the progress of these projects.

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[6] Indicator 5—Enact and enforce the legal framework for fighting corruption including, for example, annual asset declarations of senior public officials including the executive, legislative and judiciary. (Theme: Governance Rule of Law and Human Rights)

Indicator 7—Implement Public Financial Management Action Plan and improve the management of public funds as measured by Public Expenditure and Financial Accountability (PEFA) assessment by 20 percent and raise the transparency of public funds measured by the Open Budget Initiative (OBI) to more than 40 percent. (Theme: Integrity of Public Finance and Commercial Banking)

Indicator 9—Through more efficient, transparent and accountable customs and tax systems, raise the ratio of revenue collection to GDP from 11 percent to 15 percent by 2016, and to 19 percent by 2025. (Theme: Government Revenues, Budget Execution and Sub-National Governance)

C.5.1 Relationship with Ongoing Activities

The MSP Contractor must work directly with both USAID/Afghanistan and its implementing partners to define the scope of verification and monitoring activities necessary for CORs/AORs to make informed performance management decisions on their respective projects.

USAID/Afghanistan requires Contractors under this IDIQ Contract to coordinate closely with other USAID projects to avoid overlap, to ensure effective use of resources and to build on or support activities of a similar nature. Contractors must also conduct due diligence in identifying similar projects undertaken by other organizations to benefit from their experiences, lessons learned and best practices and, as appropriate, to collaborate in mutually beneficial ways.

C.5.2 Relationship to GIRoA

The MSP Contractor must monitor projects implemented through GIRoA systems, referred to as on-budget projects, and USAID will coordinate all on-budget monitoring with GIRoA. For on-budget projects, agreements with ministries include verification and monitoring activities conducted by a third-party M&E contractor. All on-budget agreements with ministries will include provisions for verification and monitoring work to be conducted by the MSP contractor. While the technical requirements for verifying and monitoring on-budget performance data will be the same as for off-budget projects (see Section C.4.1), the exact nature and extent of engagement with the GIRoA institution and the ministry monitoring and evaluation unit responsible for project implementation must be coordinated with USAID. On-budget projects will have an approved timeline of deliverables similar to the off-budget projects but reporting might be on a trimester basis instead of quarterly.

Projects implemented through multilateral trust funds (e.g., ARTF) will not be monitored under MSP.

C.5.3 Other Relationships

The Contractor must foster interaction and coordination with other USAID projects, USG agencies, donors, professional associations, and sector networks or business coalitions at the national, regional and international levels to avoid overlaps, to ensure effective use of resources, to build on or support activities of a similar nature, and to benefit from experiences, lessons learned and best practices for each Task Order. The Contractor must create initiatives that increase use of new technologies and the value of electronic networks in fostering and facilitating communication, cooperation and collaboration among groups.

C.6 GUIDING PRINCIPLES AND SPECIAL CONSIDERATIONS

C.6.1 Increasing Afghan Participation

To achieve long-term, sustainable development, USAID must support local organizations, including civil society organizations and private sector Afghan firms, which serve as engines of growth, progress, and accountability for the country. The Contractor is encouraged strongly to engage to the maximum extent possible in contractual partnership arrangements with Afghan implementers to carry out the objectives of this contract. In keeping with the principles of

Afghan First Policy, and where the Contractor determines that program content and efficiency of implementation will not be adversely affected, the Contractor must make every effort to form partnerships with Afghan public and private institutions, local NGOs, local CSOs and other Afghanistan entities in the implementation of Task Orders. Viability will be determined by the Contractor's ability to assess what capacity exists within the selected entities and illustrate how this capacity is in alignment with the necessary monitoring activities that will be carried out in the Task Order. Should the Afghan entities not have all necessary skills to follow through with the monitoring work, the Contractor shall build in capacity development and illustrate how it would contribute to carrying out monitoring activities. Illustrative methodologies in how to conduct this viability assessment and to track capacity development are provided in the specific Task Orders.

C.6.2 Capacity Building

The Contractor must build technical and managerial capacity of Afghans and Afghan firms during the implementation of all task orders. The Contractor must identify in all task orders the positions to be filled by Afghans and describe a professional development plan for building Afghan capacity that will be sustainable beyond the contract itself. The Contractor also must identify Afghan organizations to provide subcontract services and implement action to promote the Afghan First Policy included at attachment J.4. The Contractor must include in its task order reporting requirements the number of Afghans employed directly and as subcontractors, and the monetary value of direct payments to Afghan personnel. In addition, reporting is required for the total amount spent by specific area in Afghanistan.

C.6.3 Gender Issues

USAID programs must address the needs and protect the rights of women and girls in Afghanistan. Therefore, USAID requires contractors to undertake efforts to prevent discrimination and violence against women and girls, provide economic and leadership opportunities, increase participation of women in the political process, improve security for women and girls, promote education, health and well-being, and other efforts designed to directly benefit women and girls. The MSP Contractor will be responsible for verifying and monitoring project performance data across all sectors, including gender-related indicators. Consequently, the MSP Contractor shall propose innovative ideas to adequately verify and monitor performance data dealing with gender in traditional, conservative Afghan culture. These approaches may include hiring female monitors for site visits and designing outreach campaigns for crowd sourcing specifically targeting female respondents, among others.

C.6.4 Maintenance of Confidential and Proprietary Information

The Contractor must, at all times, maintain the confidentiality of sensitive and proprietary information obtained as a result of performance of this contact. The Contractor must institute procedures acceptable to the task order and fully comply with all USAID requirements in regards to maintaining the confidentiality of information and procurement integrity.

The Contractor must maintain and preserve all records and information whether in electronic, audio, video or paper, directly or indirectly generated during performance of its work in regard to this contract in an orderly and readily accessible manner. All documents created as the result

of operational activities in conjunction with work being performed as the direct or indirect result of scopes of work contained within the issued task orders are to be considered as the property of the U.S. Government, in addition to being the work product of the Contractor.

C.6.5 Environmental Compliance

The Contractor is responsible for performing all work in such a manner as to minimize the pollution of air, water, or land and to control noise and dust in accordance with all applicable U.S., Afghan and regional environmental laws, regulations and programs that relate to the performance of work awarded in individual task orders. Where there is a conflict between U.S., Afghan or regional law, the requirements that are more protective of health and the natural environment must be used. In no case, will the requirements be less stringent than those required by U.S. law or regulation.

MSP activities for field data collection through site visits, procurement of office and IT equipment, outreach campaigns for crowd sourcing, field- and mobile-based surveys and other similar types that do not have an effect on the natural and physical environment fit within the categories listed in 22 CFR 216.2 (c)(2) and are categorically excluded from any further environmental review requirements. The activities are within the following classes of actions:

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

The Contractor must adhere to the conditions set forth in the Initial Environmental Examination and any other environmental documents developed and approved by USAID prior to the initiation of task orders. MSP will primarily conduct research activities needed to verify the performance of other projects.

Please see Section H.22 for detailed Environmental Considerations.

C.6.6 Security

The security situation faced by the Contractor will likely be highly volatile and the Contractor must take steps to be responsive to this shifting environment.

The Contractor must be fully familiar and compliant with the requirements and procedures related to security in Section H. All contractors will be required to work with the Afghan Public Protection Force (APPF), if they determine the need for armed commercial security.

The Contractor must prepare a comprehensive and dynamic safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this contract as well as the off-duty activities of its employees, as those activities relate to performance of contract work, serving in Afghanistan or elsewhere within the region. The Contractor continuously must monitor and update this comprehensive safety and security plan by means of qualified and competent staff. The Contractor must work closely with and establish working relationships with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

C.6.7 Challenges

The anticipated challenges associated with implementing the task orders under this IDIQ Contract include the following:

- Determining an appropriate balance of monitoring approaches that produce sufficient, accurate, and verified information on project performance. Given the broad range of projects that the MSP Contractor must verify and monitor, the approaches may vary from project to project.
- Collaboration with multiple implementing partners and CORs/AORs.
- The quality and completeness of data provided by project implementing partners may vary, requiring the MSP Contractor to skillfully collaborate with both USAID and other implementing partners on knowledge management practices.
- Determining the monitoring needs on a project-by-project basis necessitates clear and frequent communication with the CORs/AORs of the project. This process is time intensive and detail oriented. The Contractor must give special attention to ensuring there is adequate time and effort allocated for this process.
- Some projects focus their activities in or around urban centers in Afghanistan, while others, particularly agriculture, work in more remote rural areas. The MSP contractor will need to be prepared to handle diverse logistical challenges in visiting or otherwise accessing rural areas of the country to carry out verification and monitoring activities.
- By the end of December 2014, the period of "Transition" in Afghanistan officially will conclude, and the "Transformation Decade" of 2015-2024 will begin. One of the main characteristics of the Transition period is that the Afghanistan National Security Force (ANSF) will assume responsibility from the International Security Assistance Force (ISAF) for all security operations in the country. During the Transition, and into the Transformation Decade, the MSP Contractor will be required to coordinate security-related issues directly with ANSF and the Afghanistan National Police.

C.6.8 Mobile Money

The Contractor should consider the use of electronic payments in its operations and programs, where this would reduce the reliance on physical cash. Examples of operational cost that can use e-payments are temporary staff salaries; vendor payments; and travel per-diem for staff. Examples of program cost that can use e-payments are cash-for-work payments; payment to trainers or trainers of trainers; and direct grants to beneficiaries.

C.7 MONITORING AND EVALUATION

The OPPD M&E Unit in Kabul will provide technical management of the MSP, including each of the task orders for USAID. For the MSP Contractor to operate effectively, it must be familiar with the PMPs of each project it is monitoring, as well as the overall Mission PMP. The Contractor must develop an Annual Work Plan for each task order to monitor and measure its own performance toward achieving the task order objectives.

The key performance measurement for each task order under Component 1 of the MSP IDIQ Contract must provide sufficient, accurate, and verified data on the performance of projects within their scope. This information also needs to be collected and reported to USAID in a timely fashion, so project CORs/AORs can use it for performance management decision making. The key performance measure for Component 2, as articulated in Section C.4.2 of this IDIQ Contract, will be the ability to coordinate and disseminate information gathered through effective and efficient knowledge management practices.

Performance measures are further discussed in Section F.4.

C.8 IMPLEMENTATION AND PROGRAM MANAGEMENT

The Contractor must provide contract management necessary to fulfill the requirements of this contract. This includes cost and quality control of all task orders.

The Contractor shall designate a primary point of contact USAID can contact for procedural and substantive matters. The IDIQ Contract Manager must provide vision, direction, and leadership to disparate programs in different regions and must have the technical knowledge and management experience to do so. The IDIQ Contract Manager must have overall technical, administrative, and logistical responsibility for the effective, efficient, and timely implementation of all activities undertaken by the Contractor under the contract and must also provide coordination and dissemination of best practices and lessons learned across regions and globally.

[END OF SECTION C]

SECTION D – PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING, IMPLEMENTATION PLAN AND MARKING PLAN

The cover page of all report deliverables required in Section F. must include the USAID Identity (or the name of the Agency written out) prominently displayed, the Contract number (see the cover page of this Contract), contractor name, name of the USAID project office, the publication or issuance date of the document, document title, author name(s), project number, and project title. Descriptive information is required whether contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

Contractors are to follow branding and marking requirements provided in the task orders.

[END OF SECTION D]

SECTION E – INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.246-4	INSPECTION OF SERVICES – FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE/RESPONSIBLE OFFICIAL

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall be subject to the performance standards set forth in Sections C and F. Inspection and acceptance shall take place at USAID/Afghanistan and other places in the region or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted.

TOCORs may be designated for a specific task order. In accordance with the clauses of this contract entitled ―Inspection of Services – Cost Reimbursement, (FAR 52.246-5) and ―Inspection of Services – Fixed-price, (FAR 52.246-4), inspection of results or other deliverables required by each Task Order issued hereunder must be made by the cognizant TOCOR for that Task Order. Acceptance of goods/services and reports or other deliverables by the cognizant TOCOR for that Task Order must form the basis for payments to the contractor, and will form the basis of the contractor‘s permanent performance record with regard to this contract.

[END OF SECTION E]

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

F.2 PERIOD OF PERFORMANCE

a. The period of performance for the contract, including all Task Orders, is from June 24, 2015 to June 23, 2022.
b. The ordering period is from June 24, 2015 to June 23, 2020.
c. Task order performance may continue up to 2 years after the ordering period of June 24, 2020 but must be completed by June 23, 2022 which is the end of the period of performance.

The ordering period of the award is limited to five years. Task orders may be issued during the ordering period specified in paragraph b with a maximum period of performance of no more than 5 years not to exceed the contract end date set forth in paragraph a. above. For example, task orders issued during Years 1 and 2 may have a five-year period of performance, whereas task orders issued during Years 3, 4, and 5 will have less than a five-year period of performance.

F.3 PLACE OF PERFORMANCE

The place of performance for task orders under this IDIQ Contract is Afghanistan. The primary location of the services to be provided and the work to be performed under this IDIQ Contract is Afghanistan. However, to the extent practicable and when approved by the TOCO, appropriate portions of the work may be performed outside of the country in the Contractor's home offices or elsewhere, as appropriate.

F.4 PERFORMANCE STANDARDS

Evaluation of the contractor's performance must be conducted for each task order in accordance with the performance standards set forth in the Task Order, if any, the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F of the task order, and the Contractor's compliance with all other terms and conditions of the IDIQ Contract and task order. Each evaluation will be conducted jointly by the TOCOR and the TOCO, and must form the basis of the

contractor's permanent performance record with regard to this Contract and task orders as required in FAR Part 42.15 and AIDAR 742.15.

Measurable performance standards will be established in individual task orders. These performance standards will be consistent with the objectives of the Monitoring Support Project IDIQ Contract and will be evaluated annually and at contract completion, utilizing at minimum, the following factors:

(i)Technical competence:

i. Component 1: Performance will be measured by the Contractor's effectiveness in providing sufficient and accurate data and ability to verify and monitor activities for USAID projects in Afghanistan

ii. Component 2: Performance will be measured by the Contractor's ability to coordinate and disseminate information gathered through effective and efficient knowledge management practices.

Effective technical assistance will produce innovative and productive task order strategies, tactics and approaches; effective implementation of verification and monitoring activities; effective communication and knowledge distribution products; and the required and desired outcomes in accordance with a realistic timeline. Ineffective technical assistance is marked by superficial approaches; insufficient understanding of issues; and inability to develop inputs or produce outputs leading to desired or required results. All MSP activities must be methodologically rigorous in order to provide project AORs/CORs the empirical evidence they need to make informed performance management decisions and communication and knowledge management must be timely, concise and responsive.

- *Ability to assemble or prepare effective expertise*: Superior Contractor recruitment ability goes beyond a simple review of candidate's resumes before submission to USAID. Some candidates might appear qualified on paper but may lack effectiveness in action. Superior recruitment processes shall be based on references and first-hand contacts with the technical expert proposed. Similarly, in team building, superior Contractor performance will be demonstrated by assembling teams that function smoothly in accomplishing the required task. Superior Contractor performance shall take into consideration how each individual will contribute to create positive group chemistry when assembling teams.

- *Contractor's responsiveness*: Performance shall be measured by the Contractor's ability to maintain open, direct, and responsive communications channels with USAID/Afghanistan and partners. Superior Contractor performance is marked by a rapid, helpful response to clients without undue delays.

- *Client satisfaction with the finished product:* Superior Contractor performance is distinguished by the high quality of the verification and monitoring reports,

communication products and effective knowledge management tools provided to project AORs/CORs. High quality deliverables must be clear, concise, accurate, well-structured and easily understood.

- *Adherence to the proposed subcontracting plan*: This relates to the Contractor's ability to assemble or prepare effective expertise (noted above). USAID expects to be able to benefit from access to the full range of experience and expertise available through an IDIQ Contract-holder consortium. The Contractor's adherence to the proposed sub-contracting plan constitutes part of the basis for the evaluation of Contractor's performance.

(ii) Cost control (not applicable for firm-fixed-price or fixed-price with economic price adjustment arrangements).

(iii) Schedule/timeliness.

(iv) Management or business relations.

(v) Small business subcontracting (as applicable).

(vi) Other (as applicable) (e.g., late or nonpayment to subcontractors, trafficking violations, tax delinquency, failure to report in accordance with contract terms and conditions, defective cost or pricing data, terminations, suspension and debarments).

F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections C, I and J and in the clause in AIDAR clause 752.242-70 Periodic Progress Reports, the Contractor must submit the reports indicated below to the IDIQ COR with a copy to the IDIQ Contracting Officer.

Additionally, the Contractor must promptly notify the Contracting Officer and IDIQ COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the contract.

All reports and other deliverables shall be in the English, unless otherwise specified by the IDIQ COR or in a Task Order.

F. 5 (1) IDIQ Reports (Task order awards may contain separate reporting requirements).

The below reports are to be submitted to the IDIQ COR by the due dates specified below.

WORK PLANS, PERIODIC AND OTHER REPORTS		
	DELIVERABLES	**DUE DATE**
1	Annual Performance Reports	30 calendar days of the end of each 12-month period
2	Quarterly Report	within 30 days of the three-month periods (quarterly) ending on March 31, June 30, September 30, and December 31
3	Final Report	30 calendar days prior to contract completion date
4	Success Stories	Monthly
5	Foreign Assistance Reporting	Within 14 calendar days of completion of consultancy
6	Periodic Progress Report	Submitted within 30 calendar days of the six-month periods (semi-annual) ending on March 31 and September 30.
7	Subcontract Reporting: ESRS (Large Business Only)	Within thirty (30) calendar days after the close of each calendar period as follows: (1) April 30th, for the period October 1st, through March 31st; and (2) October 30th, for the period April 1st, through September 30th. Each semi-annual SSR reflects cumulative task order subcontracting accomplishments from the inception of the contract through the relevant SSR reporting period.
8	Contract Financial Report	Within 30 calendar days of the three-month periods ending on March 31, June 30, September 30, and December 31.

(1) Annual Performance Report

The Contractor will provide USAID a concise annual report within 30 calendar days of the end of each 12-month period. This will include progress of major activities; problems encountered and proposed remedial actions. Depending on the timing of the award of the IDIQ Contract, this could be instead of the fourth quarterly report but must cover the topics/format of the quarterly report at a minimum. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this. The Annual Report must also include information on the issuance and monitoring Grants under Contracts (GUCs) programs as included in the respective task orders.

For small business set-asides only, the small business prime must report the percentage of work being provided by its employees. The IDIQ COR must inform the IDIQ CO if the percentage of work being conducted by the small business falls below the 50% requirement in FAR part 52.219-14, Limitations in Subcontracting.

(2) Quarterly Report

The Contractor will provide USAID a concise quarterly report on or before March 15, June 15, September 15, and December 15 of each year following the issuance of this

IDIQ contract. This will summarize the country situation; program highlights, achievements, and major activities; budget information (including amounts obligated, Contractor funds obligated to program and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions. Depending on the timing of the award of the Task Order, this could be instead of the monthly report for that month. USAID will develop a reporting schedule with the contractor during the start-up phase of the project to provide final guidance on this. Contractor if required under the task order must report on subcontractor progress as appropriate.

(3) Final Report

The Contractor will provide USAID a concise, final report within 30 calendar days prior to completion of this IDIQ Contract. Depending on the timing of this report, it could take the place of the quarterly report and/or monthly report, but this will be determined by USAID once a reporting schedule is created with the contractor during the start-up phase. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

(4) Success Stories

Approximately one-page success stories to be submitted to the TOCOR through the USAID Country Representative. On a monthly basis, the contractor will provide up to four one-page summary accounts of notable activities, according to specifications provided by USAID.

(5) Foreign Assistance Reporting

The Contractor will provide indicator and other information as needed for reporting under the relevant foreign assistance objectives, areas and elements.

(6) Periodic Progress Report

Performance Monitoring Reports (PMRs). The contractor must submit performance reports summarizing progress of the major activities in process during the period in relation to the requirements of the Contract, indicating any problems encountered, and proposing remedial actions as appropriate. In addition, beginning with the second PMR, and continuing subsequently with even numbered PMRs, the contractor must include a section which discusses any salient programmatic trends that can be distilled from major activities that are in process or recently completed; and, highlights unresolved or on-going administrative/bureaucratic constraints to the contractor's optimal performance; an update of which will be used as part of future award evaluations.

(7) Subcontract Reporting (Large Businesses Only)

The Contractor's subcontracting plan dated January 14, 2015 is hereby incorporated as a material part of this Contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

Large business prime contractors must submit periodic reports which show compliance with their subcontracting plan. The Contractor must submit its report via the electronic Subcontracting Reporting System (eSRS) in accordance with the instructions on the website.

The annual Subcontracting Report and the final Summary Subcontracting Report (SSR) are available online at http://www.esrs.gov. The email to use is [redacted] and [redacted]

The work of the small businesses identified in the Subcontracting Plan must be tracked against the Prime's proposed goals.

The Contractor must submit the Subcontracting Report electronically via the eSRS within the deadlines specified in the above table. No separate SSR submission at the task order level is required via eSRS and therefore, subcontracting plans are NOT required for the task order.

One (1) SSR is required at the contract level for all subcontract awards accomplished, (which is a roll-up of all task order awards with Task Order Award numbers) and submitted to the IDIQ Contracting Officer via eSRS for review and acceptance. When failure to meet the goals of the small business subcontracting plan as stated in Section H, Subcontracting, of the contract, the Contractor must state in the report (either remarks field or separate letter) what good faith effort has been made to meet the goals; and/or future plan on how to improve small business opportunities for future task orders.

The Contractor must promptly notify the Contracting Officer and COR of any problems, delays, or adverse conditions which materially impair the Contractor's ability to meet the requirements of the Contract.

(b) Language of Reports and Other Deliverables

All reports and other deliverables must be in the English language, unless otherwise specified by the USAID/W COR or in a task order.

(c) Meetings

The Contractor will be responsible for attending, at a minimum, semi-annual meetings with the COR, and possibly more frequently if deemed by the IDIQ COR. USAID will develop a meeting schedule with the contractor during the start-up phase of the project.

(8) Contract Financial Report.

The contractor must provide to the IDIQ COR a concise quarterly report by the due date specified in the above table. The report must include the following:

a. Summary of New Task Orders. To include the following:

i. Task order number
ii. Title
iii. Statement of Work / Activity Description
iv. Mission/Bureau contracting the task order
v. Period of performance
vi. Contracting Officer
vii. COR
viii. Ceiling Price
ix. Initial Obligated Amount
x. Small and Disadvantaged Business participation.

b. Modifications to Existing Task Orders. To include a short description of any of the following changes to existing task orders:

xi. Incremental funding
xii. Time extension
xiii. Change of CO and/or COR
xiv. Completion of work
xv. Changes to statement of work
xvi. Change in budget

(d) Distribution to IDIQ COR and Briefing:

(1) Distribution of Task Orders to the IDIQ COR: One copy of each new task order issued under this IDIQ contract must be forwarded to the COR within one week of receipt by the Contractor.

(2) Briefings: Prior to completion of each task order or departure from post, if overseas (whichever is earlier), the IDIQ Manager must brief the relevant COR at the USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the COR for this contract, the IDIQ Contract Manager will brief the COR upon return from each assignment and provide copies of any documents generated under individual task orders.

(3) See section D. for branding and marking of report deliverables.

(4) Electronic formats must be submitted with the following descriptive information:

a. Operating system and application format, compatible with USAID

b. The format for any graphic and/or image files included, e.g., TIFF-compatible; and

c. Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.

F.6 ORDERING PROCEDURES

Task Orders are subject to the Individual Acquisition Plan (IAP) requirements at ADS 300.

Organizational Conflict of Interest (OCI): It is not uncommon for concerns about OCI to arise under IDIQ Contracts, especially in the areas of design and evaluation. COs must address OCI concerns in order to prevent bias and prevent an unfair competitive advantage. OCI regulatory and policy guidance can be found at FAR 9.5, ADS 302, ADS 202, and the ADS 200 Additional Help document " Legal and Policy Considerations When Involving Partners & Customers on Strategic Objective Teams and Other Consultations ." COs must identify and evaluate OCI concerns as early as possible in procurement planning in order to avoid, neutralize, or mitigate them. COs rely on CORs to involve them early in the planning process in order to identify and try to mitigate OCI concerns. The ADS legal and policy reference as well as the other references noted above provide useful insight and guidance relating to means of mitigating OCI concerns. As noted in the ADS reference, "Bias can be avoided if USAID staff participates actively to reach an informed decision regarding the best design in the Agency's interest…. [and] Unfair competitive advantage can be mitigated by providing competitively useful information held by one organization to all other competitors." In some cases, it may not be possible to avoid or mitigate OCI concerns, but COR engagement of COs at the earliest stages of the process will facilitate matters and provide a constructive approach.

F.6.1 FAIR OPPORTUNITY

(a) General

(1) To obtain services or other deliverables that are within the scope of this contract, the Task Order Contracting Officers (TOCO) may issue orders using any of the pricing types specified in the contract.

(2) The TOCO must issue the RFTOP to the following prime offerors under this IDIQ Contract:

COMPONENT 1

- The QED Group, LLC
- IDS International Government Services LLC
- Mission Essential Personnel (MEP)
- Management System International, Inc. (MSI)
- Democracy International, Inc. (DI)
- International Business and Technical Consultants, Inc.(IBTCI)

COMPONENT 2 – SET-ASIDE

- Democracy International, Inc. (DI)
- International Business and Technical Consultants, Inc.(IBTCI)

(3) Contractor(s) must respond to the RFTOP within the number of calendar days stated in the RFTOP.

(4) No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

(5) The Contractor must not commence work until a signed task order is issued and the contractor is authorized by the TOCO.

(TOCOs must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The TOCO must provide each Contractor a fair opportunity to be considered for each task order (also referred to as "order") exceeding $3,500 issued under this contract unless one of the exceptions described in paragraph (b) Fair Opportunity Exceptions, applies. All Contractors (or all Contractors designated under a specific sector) must be contacted and provided the opportunity to be considered before award of all task orders. Although Contractors are not required to submit a proposal for every task order request, all Contractors interested in providing services under the task order must submit a proposal, inclusive of price.

(6) At any time and throughout the life of the contract, at the request of either the Contractor or the Government, the Contractor may propose additional labor categories, rates and descriptions in addition to the contract labor categories for the task order. These additional labor categories, rates, and descriptions will be negotiated on a case-by-case basis and may only be approved by the IDIQ Contracting Officer.

(b) Fair Opportunity Exceptions

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), Contracting Officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3).

(6) Small Business Reserves and Small Business Set-Asides.

Pursuant to ADS 302, Small Business exception in Section 534(f) of P.L. 107-115, for TOs/DOs only: Provides USAID with an exception to the fair opportunity process in FAR 16.505 to directly place task orders with any category of small or small disadvantaged business .

In accordance with the authority granted in the Appropriations Act used to fund the award of this basic contract, USAID may directly place task orders with any category of small or small disadvantaged business that received a prime contract award from the same solicitation that resulted in the award of this contract. If the Offeror was a certified small business at time of award, it remains a small business for consideration hereunder for the contract period of performance. If the small business concern receives a set-aside award reserved for small businesses, the concern must perform in accordance with FAR 52.219-14, Limitations in Subcontracting whereby at least 50% of small business employees must perform the services for the task order. If the small business receives an award in the unrestricted portion, it is not subject to FAR 52.219-14, Limitations in Subcontracting.

(i) Single small business award. USAID may directly place a task order with the small business prime under this exception.

(ii) Multiple small business awards. All small business contractors are required to have up to date corporate capability statements. The contractor may opt to: a) keep an updated capability statement on their website, and provide an email notification of the update and website link to their IDIQ COR, or b) provide the capability statement directly to the IDIQ COR if a website is not available. The IDIQ COR will be responsible for reviewing the corporate capability information. Corporate capability at a minimum should include: past performance reports (CPAR reports), past experience (if not evaluated through CPARS) and expertise of employees.

The following is the process for using the small business exception:

(a) If required, the TOCOR submits the scope of work to the IDIQ COR for review to determine if their requirement falls within the IDIQ Contract scope of work.

(b) The IDIQ COR provides corporate capability information for the small businesses to the TOCOR.

(c) The TOCOR reviews the corporate capability information and provide a brief, written recommendation (not a justification) to the TOCO on which contractor he/she recommends for an award. No need to go to the next steps below.

(d) If corporate capability is equal, the TOCOR will need to follow the appropriate RFTOP procedures below. The TOCO is responsible for final

selection, negotiation, and Task Order award. The $650,000 threshold does not apply when using the small business exception and fair opportunity procedures.

(c) Classified Task Orders

In accordance with Section H of this Contract, USAID may award a classified Task Order under this Contract, if necessary. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the TOCOR and TOCO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the Statement of Work for a contract or task order. Any contractor under this multiple-award IDIQ Contract that has not been granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified task order. If time permits, the TOCO may allow a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the TOCO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(d) Request for Task Order Proposal (RFTOP)

(1) Task Orders may be issued by USAID/Afghanistan within the IDIQ Contract statement of work described in Section C.

(2) Each Task Order will carry a specific Task Order number which will be cited on each invoice placed against this Contract.

(3) In no event must the aggregate total of all Task Orders exceed the Maximum Ordering Limitation authorized in the IDIQ Contract. All Task Order statements of work and performance periods must be within the statement of work and effective period of this Contract.

(4) The FAR and AIDAR clauses/provisions included in the contract are applicable to Task Orders as issued based on their individual statements of work. Clauses and provisions remain applicable throughout the terms of the Contract and orders. Additionally, there may be clauses/provisions that apply only at the Task Order level.

(5) All Statements of Work and estimated budgets from prospective task orders must be cleared by the IDIQ COR prior to release of the solicitation.

(6)Past performance information specific to the task order requirement may be requested.

Unless one of the Fair Opportunity Exceptions in section F.7.1(b) applies, the terms of this contract require that whenever a task order award is contemplated, all contractors will receive a **request for a task order proposal to determine the most highly qualified IDIQ Contract holder.** All task order proposals must include the contractor's cost or price to perform the anticipated task order. The RFTOP request must be in writing (via mail, e-mail, fax, or other, as

set out in the RFTOP) and include a statement of objectives or statement of work and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection is based upon information obtained from other than the contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price and past performance, but may also include one or more technical factors such as corporate experience personnel, and or technical approach.

Contractors may elect not to submit a proposal per the minimums and maximums specified in the section F.6.2 below.

A. RFTOP Content

Orders placed under indefinite-delivery contracts must contain the following information:

(a) Large or small business competition
(b) RFTOP number
(c) Closing Date of RFTOP proposal submission
(d) Statement of Work (SOW)/Performance Work Statement (PWS)/Statement of Objectives (SOO)
(e) Instructions for submission of technical and cost/price proposals
(f) Evaluation criteria and relative order of importance
(g) Branding Strategy
(h) Anticipated Contract Type (completion or term)
(i) Incumbent Contractor, if any
(j) If a logical follow-on is anticipated
(k) Security situation and plan requirements
(l) Environmental conditions
(m) Total Estimated Cost Range
(n) CO contact information
(o) Add as applicable below.

B. Task Order Award

(a) Date of order.
(b) Task Order Number and Contract Number;
(c) For supplies and services, contract item number and description, quantity, and unit price or estimated cost or fee.
(d) Accounting and appropriation data. Source of Funds and Fiscal Data, TIN, DUNS number;
(e) Method of payment and payment office, if not specified in the contract (see 32.1110(e)).
(f) Total Estimated Cost/Ceiling Price;
(g) Obligated Amount (which must constitute the maximum liability on behalf of the Government);
(h) Statement of Work (SOW)/Performance Work Statement (PWS)/SOO and contractor’s response to PWS or SOO if applicable that is based upon

performance standards, deliverables and results to which the contractor must be held and includes a Quality Control Plan;

(i) Budget including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs), Fee, and Ceiling Price;

(j) Place of Performance;

(k) Place of delivery or performance (including consignee);

(l) Any packaging, packing, and shipping instructions.

(m) Logistic Support;

(n) USAID and Other Officials (e.g., CO &COR);

(o) Language Requirements;

(p) Deliverables/Results/Reports:
For small business set-asides only, the small business prime must report the percentage of work being provided by its employees. The TOCOR must inform the TOCO if the percentage of work being conducted by the small business falls below the 50% requirement in FAR part 52.219-14, Limitations in Subcontracting;

(q) Special Requirements/Relevant Information (e.g., source/origin waivers);

(r) Government-Furnished Property, if any, to be furnished to the contractor;

(s) Authorized Work-Week if other than the IDIQ Contract provision;

(t) Key/Essential Personnel; and

(u) Payment Office.

(v) Gender requirements

(w) Branding and Marking

(x) Other special requirements

(y) Response to Environmental Conditions

(z) Security Plan

(aa) TOCOs will include in Task Orders any specific clauses and provisions that are required in ADS 302 and the Internal Mandatory Reference "Contract Clause Guide for Unclassified Information System Security Systems and Services").

F.6.2. TASK ORDER LIMITATIONS/PERFORMANCE BASED/AWARD TYPES

Task orders issued under this IDIQ contract may be either Cost-Plus-Fixed-Fee (CPFF) (term or completion), or any Fixed-Priced type.

(a) Minimum Order: When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than $50,000 the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than $50,000 and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.

(b) Maximum Order: When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than **$50,000,000** the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of **$50,000,000** and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the contract's terms and conditions.

(c) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel or its subcontractors' or their personnel) future activities; or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the Contracting Officer is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

The following are the thresholds and corresponding procedures for proposals for Task Orders:

i. For Task Orders estimated to be equal to or less than $500,000:

In accordance with the general procedures in (d) above, the Task Order Contracting Officer Representative (TOCOR) will request a task order proposal from each contractor after coordinating the terms of the RFTOP with the TOCO. The TOCOR may not ask for more than a two (2) page cost proposal, and if the TOCOR deems it necessary, may also ask for a technical proposal of no more than ten (10) pages (page limit does not include resumes, graphs, or past performance information). The TOCOR is not authorized to undertake discussions or negotiations with the contractors. After applying the evaluation criteria stated in the request, the TOCOR drafts a brief memorandum to the TOCO recommending that the task order be awarded to the contractor that most successfully addresses the evaluation criteria. The TOCO is responsible for final selection, negotiation, and task order award.

ii. For Task Orders estimated to be more than US $500,000 and equal to or less than $5,000,000:

In accordance with the general procedures in (d) (2) above, the TOCO will request a task order proposal from each contractor. The TOCO may not ask for more than a ten (10) page cost proposal from each Contractor, and if the TOCO, with the concurrence of the TOCOR, deems it necessary, may also ask for past performance information, or for a technical proposal of no more than ten pages (page limit does not include resumes, graphs, and past performance information). Once the Contractor is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.

iii. For Task Orders estimated to be more than US $5,000,000:
In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TOCO may use the simplified procedure in (ii) above. The TOCO has discretion to decide how much documentation above the minimum set forth above is needed to assess the technical capability and cost of each Contractor.

All contractors interested in being considered for the Task Order must submit a proposal in accordance with the TOCO's request for Task Order proposal instructions. The information that the TOCO requests from each contractor shall be the minimum needed.

To obtain services or other deliverables that are within the statement of work of this Contract, the TOCO may issue orders using any of the pricing types specified in the Contract.

F.6.2.1 Performance-Based Acquisition (PBA)

Through the direction of the Office of Management and Budget (OMB), Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the "maximum extent practicable". For information about PBA, refer to OFPP's Best Practices Handbook located at www.whitehouse.gov/omb

PBA task orders must include at a minimum:

(a) Performance requirements that define the work in measurable, mission-related terms;
(b) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements;
(c) A Government Quality Assurance Surveillance Plan (QASP) or other suitable plan that describes how the Contractor's performance will be measured against the performance standards;
(d) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the performance standards.

The TOCO will issue an RFTOP to all IDIQ contractors, as applicable, unless a fair opportunity exception applies. The proposal request will include a due date for proposal submission and requirements documentation (SOO, SOW or PWS) that will include either the Government's objectives or a detailed description of work to be accomplished, a listing of the deliverables required and any additional data, as appropriate. The RFTOP will also include specific instructions for the submission of proposals, selection criteria factors, the factors' order of importance and other information deemed appropriate. Please see RFTOP content provided above.

F.6.2.2 Award Types

(a) *Fixed-price or Fixed-price with Cost Reimbursement Combination Type:*

A combination of fixed-priced items and cost reimbursable line items may be used or the entire award may be fixed-priced. When competing for TO awards under the fair opportunity process,

the Contractor must propose labor rates that do not exceed labor ceilings established in Section B of the IDIQ contract. The proposed, reduced labor rates will not be subject to audit; however, the rates will be reviewed to ensure the Government will not be placed at risk of non performance. The reduced labor rates will apply only to the respective task order and will not change the rates in the IDIQ contract.

(1) The fixed-price for each task order will be negotiated based on the price to complete the work and include a payment schedule based upon completion of deliverables/services and total that the contractor will be paid. After acceptance of a fixed-price task order by the Contractor, the task order price will only be adjusted to reflect changes in scope or conditions governed by other clauses (differing site conditions, etc.) or the terms and conditions of the task (for example, economic price adjustments).

(2) Cost reimbursable line items may be allowed in fixed-priced task orders for elements of the task order that cannot be reasonably estimated.

(b) *Cost-Reimbursement*: Cost proposals are complete which include all required information. Organizations must include a breakdown of the total labor hours proposed and a breakout of the types and associated costs of all proposed ODCs. Cost/price proposals must include, as a minimum, a complete Work Breakdown Structure (WBS), which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee. Cost-reimbursement proposals must be submitted in accordance with FAR Part 52.215-20, *Requirements for Certified Cost or Pricing Data or Data Other Than Certified Cost or Pricing Data*.

(b)(1) When issuing CPFF task orders, the TOCO must state in the task order the total estimated cost-plus-fixed-fee, which is the total amount of the task order and the maximum amount the Contractor may be paid. This maximum amount represents the negotiated mix of the prime contractors' and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, indirect costs, and fixed fee.

<u>(c) Non-Competitive Task Orders</u>. For non-competitive task orders in excess of $700,000, the TOCO will require certified cost or pricing data in accordance with FAR 52.215-20. Documentation will include but not limited to the agreement that the prime has obtained with the subcontractor showing the rate being paid to the subcontractor for that labor category which must not exceed the ceilings established in Section B. of the IDIQ contract unless a special authorization is obtained by the TOCO.

(d) *Adequate Accounting System*:

(1) Cost-type task orders: The Contractor must have an adequate accounting system in accordance with FAR 16.301-3(a)(3).

Evidence of an adequate accounting system would include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO) that

the system is approved or has been determined to be adequate. If available, the Contractor must provide the audit report number and date associated with the accounting system review. If the Contractor does not have a copy of the report, the Contractor may furnish a copy of the audit report number.

If the Contractor does not have an accounting system that has been determine adequate by the CFA or CFAO, but believes its accounting system is adequate, the Contractor must so state in its proposal. As part of the TO-level evaluation process the Government will obtain the necessary review by the CFA. The Contractor will be required to allow the CFA to review the accounting system and correct (or have a timely action plan to correct) any issues identified as precluding the system from being adequate.

The Contractor will provide the CFA name, address and telephone number and the point of contact as part of its task order proposal.

Fixed-priced Task Orders: The Contractor must maintain an adequate accounting system to request contract financing under the progress payment clause (FAR 52.232-16).

Task order proposals will be rejected if the Contractor does not have an adequate accounting system unless the Government determines that the Contractor's action plan for correcting the accounting system is timely and acceptable. However, no costs will be paid under the contract until the Contractor's system has been determined adequate.

(e) *Other Relevant Information*: This information must always be in writing and must address other relevant information as required by the contract or requested by the RFTOP. The Contractor must assume all costs associated with preparation of proposals for TO awards under the fair opportunity process as an indirect charge. The Government will not reimburse awardees for fair opportunity proposals as a direct charge.

(f) Responsibility Determination

The TOCO must conduct a separate responsibility determination for each task order.

(g) Initial Environmental Examination. The Initial Environmental Examination (IEE) will be addressed in the task order in accordance with the guidance found in ADS 204 policies.

F.7 TASK ORDER ADMINISTRATION

(a) Task Order Extensions (non-funded)

The TOCOR has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- The approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order.
- Performance must not:

- extend beyond 60 calendar days from the original estimated completion date or the completion date modified by the TOCO set forth in the task order;
- extend beyond the end of the period of performance in Section F of the base IDIQ Contract;
- exceed five (5) years, including modifications.

Prior to the original estimated completion date, the Contractor must provide a copy of the Task Order Technical Officer's written approval for any extension to the term of the task order to the TOCO; in addition, the Contractor must attach another copy of the TOCOR's approval for such continued performance under the task order to the completion voucher submitted for payment.

(b) Addition of a new subcontractor after Task Order Award.

Addition of new subcontracts must be made in accordance with FAR 52.244-2.

(c) Conversion to a Fixed-priced and or Performance Based Task Order

If both the Government and the Contractor agree, a task order can be converted from a term contract to a fixed-price completion performance based service contract after the initial period of performance. The conversion is accomplished as follows:

(a) Within ninety (90) calendar days prior to the end of the task order's initial period of performance, the Contractor must prepare and submit for Government review, comment, and concurrence.

(1) A PWS that captures all effort performed during the base year of performance, and

(2) A Quality Assurance Surveillance Plan (QASP). The QASP will address performance standards which relate to the performance requirements; how the Contractor's performance will be measured against the performance standards; and surveillance schedules and methods. The QASP may either be included as part of the PWS or as a separate document.

(b) Within sixty (60) calendar days prior to the end of the task order's initial period of performance, the Government and the Contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QASP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed upon documents to accomplish the conversion to a performance based task order.

(d) Right to Procure from Other Sources

The Government, under the terms of this IDIQ Contract, retains the right to procure similar services from other sources during the period of this contract.

(e) Ombudsman

If a Contractor believes it has not been given a fair opportunity for a particular task order in accordance with the ordering procedures in this section, it may present the matter to the TOCO. If the Contractor disagrees with the TOCOs explanation or decision, it may request a review of the TOCOs decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at http://www.usaid.gov/work-usaid/acquisition-assistance-ombudsman. The Ombudsman may be reached at the following address:

U.S. Agency for International Development
Attn: USAID Ombudsman
M/OAA/OD SA44; 851-H
1300 Pennsylvania Ave N.W.
Washington, DC 20523

E-mail AandAOmbudsman@usaid.gov.

F.8 KEY PERSONNEL

(a) The key personnel that the Contractor must furnish for the performance of this contract are as follows:

IDIQ Contract Manager: [redacted]

(b) The Contractor must furnish key personnel as stated in task orders.

(c) The key personnel specified above and in task orders are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel must be made by the Contractor without the written consent of the Contracting Officer.

Note: Approval is not required for non-key personnel, unless their rates exceed the CDR in section B. or the ceiling rates for the local compensation plan for CCN personnel.

The Contractor must provide the central management necessary to fulfill all the requirements of the contract. This includes cost and quality control of all tasks and assignments.

Primary Point of Contact: IDIQ Contract Manager – The contractor must designate primary point of contact whom USAID may contact for procedural and substantive matters. The

IDIQ Contract Manager must be the individual bearing primary responsibility for technical aspects of contract performance, as well as procurement personnel, reporting, and other management related requirements of the contract. Specifically, the IDIQ Contract Manager must:

- Respond to task order requests, and provide central management and oversight of task orders under this award, working collaboratively and often with USAID central and field project managers, technical officers, Contracting Officers, and meet and consult regularly with the IDIQ COR.
- Select, provide technical and administrative direction and guidance to, and place and support all technical experts carrying out technical requirements.
- Report to USAID technical and contract personnel in accordance with USAID reporting requirements in Section F.
- Ensure quality and control methods are applied in a consistent and transparent manner for all contracted tasks and functions.

Qualifications for this individual must be in accordance with the Experience/Education levels specified in Section B.

[END OF SECTION F]

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following AIDAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

NUMBER	TITLE	DATE
	USAID ACQUISITION REGULATION (48 CFR Chapter 7)	

G.2 ADMINSTRATIVE CONTRACTING OFFICER

(a) For the Basic IDIQ Contract:

Office of Acquisition and Assistance
USAID/Afghanistan,
Great Massoud Road
Kabul, Afghanistan
[redacted]

(b) For Task Orders:

The Contracting Officer executing the individual Task Order will retain cognizance of contract administration for that Task Order.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) For the Basic IDIQ Contract:

[redacted]
Office of Program and Project Development, M&E Unit
USAID/Afghanistan,
Great Massoud Road
Kabul, Afghanistan

(b) For Task Orders: TBD

Each Task Order issued hereunder will indicate a COR for that particular order. The COR will be responsible for technical oversight for that Task Order.

G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's Primary Point of Contact is [redacted] who can be reached at telephone no. [redacted] email [redacted]

G.5 PAYING OFFICE

The Contractor must submit invoices to the payment office indicated on the Cover Page of each Task Order or as specified in each task order.

Invoices for USAID/Afghanistan must be submitted to the payment office at the following email address: kabulaidevouchers@usaid.gov

Include in the voucher: Subject Line: Contractor Name, Award #, Invoice

G.6 ACCOUNTING AND APPROPRIATION DATA

GLAAS Requisition Number:REQ-306-13-000158
Accounting Code: 306
Accounting Template: 306-KABUL-SOAG-FY2012

BBFY:	2012	EBFY:	2013
Fund:	ES-OCO	OP:	Afghanistan
District Code:	306-M	Program Element:	A140
Program Area:	A26	Strategic Objective:	306-004
Team/Division:	AFG/OPPD	Benefiting Geographic Area:	306
Amount Obligated:	$50,000		

G.7 CONTRACTOR'S PAYMENT ADDRESS

2500 Wilson Blvd, Suite 200
Arlington VA 22001

G.8 TECHNICAL DIRECTIONS / RELATIONSHIP WITH USAID

(a) Technical Direction is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the

Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Cognizant Technical Officer" 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) Complete Contractor Performance Reports (CPR's) every six to 12 months for task orders.

(7) Obtain necessary security clearance and appropriate identification if access to Government facilities is required.

(8) If to be provided, ensure that Government furnished property is available when required.

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

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

(d) Contractual Problems: Contractual problems of any nature that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR 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 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 a conflict between this contract and the COR designation letter, the contract prevails.

[END OF SECTION G]

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by citation number, title, and date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. The full text of a clause may be accessed electronically at this/these address(es):

FAR: http://acquisition.gov/far/index.html
AIDAR: http://www.usaid.gov/pubs/ads/300/aidar.pdf
Word version of AIDAR: http://www.usaid.gov/pubs/ads/300

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

(Applicable to Cost-Reimbursement task orders only)

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

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

H.2 (1) ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(Applicable to Cost-Reimbursement task orders only)

(a) Limitations:

(1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds [redacted] ceiling of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer's approval is required.

[Note: The above provision may not apply depending upon whether or not the task order is fixed-price.]

(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 specified in section H.2(b) above unless an advance written waiver is granted by the USAID Procurement Executive.

(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 in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

Annual salary increases (e.g. cost of living and merit increases and other) not more than [redacted] cumulatively may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Salary adjustments additional to salary increases for local staff may be implemented out of cycle, if the adjustments are made in response to U.S. Mission adjustments to the local compensation plan (LCP). Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.2 (b) may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

For Short-Term Technical Assistance (Consultants) associated with CPFF task orders, the Contractor must submit a Pay Scale, which will include the level of expertise (e.g., Junior, Mid-Level, Senior), along with the responsibilities and the qualifications sought for each level. No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Task Order 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 AAPD 06-03, whichever is less.

(f) Definitions

As used herein, the terms "salaries," "wages," and "compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled

"differentials and allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges under the contract.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for Afghanistan for the procurement of goods and services under this contract is **937**. The Geographic code may be further clarified in the individual task orders, if the appropriate code for the specific task order is different than 937, and/or policies specific to the operating environment in Afghanistan are applicable.

H.4. DEFENSE BASE ACT (DBA) INSURANCE

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.
199 Fremont St., Suite 1400
San Francisco, CA 94105

Primary Contact: [redacted]
Phone: [redacted]
Fax: [redacted]
Email: [redacted]

Secondary Contact: [redacted]
Phone: [redacted]
Email: [redacted]

OR

(2) AON Risk Insurance Services East, Inc.
1120 20th St., N.W., Suite 600
Washington D.C. 20036

Primary Contact: [redacted]
Phone: [redacted]
Fax: [redacted]
Email: [redacted]

Secondary Contact: [redacted]
Phone: [redacted]
Email: [redacted]

In compliance with new agency guidelines, contractors will be required to submit a copy of dba coverage for which contract performance is to occur outside of the U.S. this document is to be provided prior to start of performance overseas.

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.

Period		Services	Construction	Security Guards
Life of contract	xx/xx/12 – xx/xx/17	$2.00	$4.50	$7.50

The contractor is required to procure dba insurance through USAID's approved contractor.

H.5 SECURITY CLEARANCE

(a) Task Orders under this Contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this Contract for any classified Task Order, the requiring office for the Task Order must complete a DD 254, have it cleared *by* the Office of Security (SEC), and include it with the Statement of Work for the classified Task Order. A hyperlink to a blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Task Orders that do **not** require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified Task Order, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this Contract, the Contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this Contract for any classified Task Order if the Contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is awarded in order to be eligible for consideration for a classified Task Order. The COR from the office sponsoring the IDIQ Contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TOCOR is responsible for managing the clearance requirements for any classified Task Orders.

At the time of award, the Contractor [redacted] have a Secret level facilities clearance.

The TOCO is responsible for incorporating the completed and cleared DD254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Task Orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this Contract or under a Task Order issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.

(e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the Contractor subcontracts any work to be performed under a classified Task Order, the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Task Order.

(g) The Office of Security will issue RRB facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

H.6 INFORMATION SYSTEM SECURITY

Task Orders under this Contract may require Information Technology (IT) resources or services in which a Contractor must have physical or electronic access to USAID’s sensitive information contained in unclassified systems that directly support the Agency’s mission.

(a) Designation of the Information System Security Officer. The Contracting Officer hereby designates N/A located at N/A as the Information System Security Officer responsible for information system security for this system.

(b) The Contractor is responsible for the information system security (ISS) of all systems used by the Contractor, and connected to USAID networks, or operated by the Contractor for USAID, regardless of location. The policy governing these responsibilities is USAID Automated Directives System (ADS) Chapter 545, Information Systems Security.

(c) The Contractor must not use or redistribute any USAID information processed, stored, or transmitted by the Contractor except as specified in the Contract.

(d) All Contractor personnel requiring access to USAID information systems, networks, or data must comply with the USAID Personnel Security Requirements for Access to Unclassified Information Systems policy requirements of the USAID Automated Directive System (ADS) Chapter 545. Contractor supervisors must ensure a sufficient separation of duties to prevent a single individual from committing fraud with, or abusing, USAID systems or data. Contractor personnel should also have access only to that information required for their tasks. Contractors must therefore request and enforce only those facility and information system accesses that are essential for each individual's job performance.

(e) All Contractor personnel with access to USAID information systems, networks, or data must complete a USAID-approved computer security awareness class and accept the requirements of the USAID ISS rules of behavior before being granted access to USAID systems, and annually thereafter.

(f) All Contractor personnel must complete the security processes and meet the requirements specified by the USAID Office of Security for the sensitivity or classification level of the information for which they will require access.

H.7 EXECUTIVE ORDERS ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws.

H.8 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.9 ADS 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:

(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.10 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/usaidipnforacquisitions/

"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 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.11 NONDISCRIMINATION (JUNE 2012)

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

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

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

H.12 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: : *http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf*

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

H.13 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

(1) The individual's full name, home address, and telephone number.

(2) The name and number of the contract, and whether the individual is an employee or dependent.

(3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.

(4) The name, address, and telephone number(s) of each individual's next of kin.

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

H.14 LANGUAGE REQUIREMENTS

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 as required by the Task Order.

H.15 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (OCT 1998)

(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.

H.16 RIGHT TO PROCURE FROM OTHER SOURCES

The Government, under the terms of this IDIQ 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 Task Order.

H.17 LOGISTIC SUPPORT

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this Contract in the United States and overseas. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparation services, printing, and duplicating.

H.18 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 resources. 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 or task order 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.

H.19 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's 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 shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

H.20 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.21 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)

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

H.22 ENVIRONMENTAL CONSIDERATIONS

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

In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

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

An IEE (#OAPA-13-APR-AFG-0032, see Attachment J.10) has been approved for the Program funding this contract. The IEE covers activities expected to be implemented under this contract. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this award.

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

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

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

H.23 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.24 FACILITIES USED FOR RELIGIOUS ACTIVITIES

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

H.25 DISCLOSURE OF INFORMATION (AIDAR)

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

(b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.

(c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert

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

H.26 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (DESIGN SERVICES)

Task Orders under this Contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation Contract would not be in the Government's interest. When a Task Order includes a work requirement that will preclude the Contractor from furnishing implementation services, a clause stating the preclusion will be included in the Task Order.

H.27 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (INDEFINITE DELIVERY, INDEFINITE QUANTITY) (EVALUATION SERVICES)

(a) Task Orders under this Contract may call for the Contractor to furnish important services in support of evaluation of Contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN VERIFICATION AND MONITORING REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the Contractor gains access to proprietary information of other company(ies) in performing this evaluation, the Contractor must agree with the other company(ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it as

furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.28 REPORTING OF FOREIGN TAXES (JULY 2007)

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

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

(1) Contractor name.
(2) Contact name with phone, fax and email.
(3) Contract number(s).
(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
(7) Report is required even if the contractor did not pay any taxes during the report period.
(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
(2) "Commodity" means any material, article, supply, goods, or equipment.
(3) "Foreign government" includes any foreign governmental entity.
(4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Mission Controller
USAID Afghanistan
Great Masood Road
Kabul, Afghanistan

Electronic
submission: kabulfinancialreport@usaid.gov copying kabulaidcompliance@state.gov.

(e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

(f) For further information see http://www.usaid.gov/sites/default/files/documents/1868/302mac.pdf

H.29 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

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

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

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

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

1. A brief summary of the proposed event; A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
2. The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
3. A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
4. The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
5. 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
6. 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.30 SUB-AWARD REQUIREMENTS (MARCH 2012)

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

(b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the

recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second tier sub-award" is a direct award between the first-tier sub-awardee and its subawardee (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 subawardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that subawardees 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 subaward and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

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

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

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

(g) For purposes of calculating tiers, the following will not be considered a tier:

(i) subsidiaries of the awardee;
(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
(iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
(v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-

tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier subawardees.

H.31 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS

The Contractor's subcontracting plan dated N/A is incorporated as a material part of this Contract. The Contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

H.32 CONSENT TO SUBCONTRACTS

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

- [redacted]

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.

H.33 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)

(a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor's employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

(b) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

(c) The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer's Representative (COR) upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

(d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.

(e) The contractor is required to include this provision in any subcontracts that require the subcontractor, subcontractor employee, or consultant to have routine physical access to USAID space or logical access to USAID's information systems.

H.34 USAID-FINANCED THIRD-PARTY WEBSITES (AUGUST 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.35 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JULY 2007)

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

(b) The Contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or

Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

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

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

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

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

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

HSPD-12 procedures established in USAID/Washington and those procedures established by the overseas Regional Security Office.

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

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

H.37 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded herein are expected to employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

H.38 FRAUD REPORTING

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

H.39 SUBCONTRACTOR AND KEY INDIVIDUAL VETTING

I. Mission Order 4-14.001

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

(a) The contractor must complete and submit the "USAID Information Form" in Attachment J.11 of this contract for:

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

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

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

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

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

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

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

II. Mission Order 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

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

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

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

(a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : http://www.treasury.gov/ofac/downloads/t11sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

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

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

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

3. For purposes of this Certification:

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

(b) "Terrorist act" means-

i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: https://treaties.un.org/doc/db/Terrorism/english-18-7.pdf; or

ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

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

H.40 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL (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 https://**spot**.dmdc.mil/. . Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

H.41 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER *2010)*

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

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

1. Death of an individual,
2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee,
3. The detention of an employee against their will.

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

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

The initial written report shall include the award number, the name of the company, location where the incident occurred (LatiLon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company. The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound(s), the partner shall notify the SSO within 24 hours of the death of the individual.

H.42USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT (JUNE 2015)

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

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

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

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

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

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

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

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

to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the contracting officer

[END OF SECTION H]

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

FAR: http://arnet.gov/far/
AIDAR: http://www.usaid.gov/pubs/ads/300/aidar.pdf
Word version of AIDAR: http://www.usaid.gov/pubs/ads/300

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	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2014\
52.203-98	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFRIDENTIALITY AGREEMENTS – REPRESENTATION	FEB 2015
52.203-99	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALTY AGREEMENTS	MAR 2015
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY 2011

52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2013
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL 2013
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	AUG 2013
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS.	JUL 2013
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS	MAY 2012
52.210-1	MARKET RESEARCH	APR 201152.215-2 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
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT 2010
52.215-14	INTEGRITY OF UNIT PRICES	OCT 2010
52.215-15	PENSION ADJUSTMENT AND ASSESS REVERSIONSOCT 2010	
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT 2009
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2013
52.216-8	FIXED FEE	JUN 2011
52.217-2	CANCELLATION UNDER MULTI-YEAR CONTRACTS	OCT 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-7	NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JUL 2013
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JUL 2013
52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV 2011
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JUL 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.223-6	DRUG FREE WORK PLACE	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

52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-1	AUTHORIZATION AND CONSENT	DEC 2007
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	DEC 2007
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.227-23	RIGHTS TO PROPOSAL DATA (TECHNICAL)	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-4	WORKERS' COMPENSATION AND WAR HAZARD INSURANCE	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	FEB 2013
52.229-6	TAXES—FOREIGN FIXED-PRICE CONTRACTS	FEB 2013
52.229-8	TAXES—FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	MAY 2012
52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	MAY 2012
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN 2010
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	JUL 2013
52.232-25	(ALTERNATE I)	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
52.233-1	DISPUTES	JUL 2002
52.233-1	ALTERNATE I	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COST	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COST	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COST	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES—FIXED PRICE	AUG 1987
52.243-1	ALTERNATE I	APR 1984
52.243-2	CHANGES—COST-REIMBURSEMENT	AUG 1987
52.243-2	ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
52.244-2	ALTERNATE I	JUN 2007

52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	OCT 2014
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
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
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE)	APR 2012
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.219-70	USAID MENTOR-PROTÉGÉ PROGRAM	JUL 2007
752.219-71	MENTOR REQUIREMENTS AND EVALUATION	JUL 2007
752.227-14	RIGHTS IN DATA—GENERAL	OCT 2007
752.228-70	MEDICAL EVACUATION (MEDEVAC) SERVICES	JUL 2007
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996

I.2 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;
(ii) Information that was entered prior to April 15, 2011; or
(iii) Information that is withdrawn during the 14-calendar- day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.3 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued as stated in Section F.2.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than $3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor –

(1) Any order for a single item in excess of $150,000;

(2) Any order for a combination of items in excess of $150,000; or

(3) A series of orders from the same ordering office within five (5) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within two (2) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after eight years from the date of award of the contract

I.6 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding $50,000,000 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is $50,000 dollars.

I.7 FAR 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.

I.8 FAR 52.219-13 NOTICE OF SET-ASIDE ORDERS (NOV 2011)

The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

I.9 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

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

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person; (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or (3) The abuse or threatened abuse of the legal process.

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

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

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

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

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

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

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

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—
(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
(2) Procure commercial sex acts during the period of performance of the contract; or
(3) Use forced labor in the performance of the contract.

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

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

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—
(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

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

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

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

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

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

I.10 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

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

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.11 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

[redacted]

Hand-carried address:	**Mailing Address:**
Office of Acquisition and Assistance USAID/Afghanistan East Side Compound U.S. Embassy Compound Great Massoud Road Kabul, Afghanistan	Office of Acquisition &Assistance USAID/Afghanistan U.S. Embassy 6180 Kabul Place Washington, DC 20521-6180

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

I.12 FAR 52.245-1 GOVERNMENT PROPERTY (APR 2012)

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

"Cannibalize" means to remove parts from Government property for use or for installation on other Government property.

"Contractor-acquired property" means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

"Contractor inventory" means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, *e.g.*, as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

"Contractor's managerial personnel" means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

"Demilitarization" means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

"Discrepancies incident to shipment" means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

"Government-furnished property" means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

"Government property" means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

"Loss of Government property" means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

"Nonseverable" means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

"Precious metals" means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

"Production scrap" means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, *e.g.*, textile and metal clippings, borings, and faulty castings and forgings.

"Property" means all tangible property, both real and personal.

"Property Administrator" means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

"Property records" means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

"Provide" means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

"Real property" See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

"Sensitive property" means 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. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Unit acquisition cost" means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor's records that reflect consistently applied generally accepted accounting principles.

(b) *Property management.*

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) *Use of Government property.*

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) *Government-furnished property.*

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) *Title to Government property.*

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) *Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.*

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) *Contractor plans and systems*.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) *Acquisition of Property.* The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) *Receipt of Government Property*. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(*1*) through (*5*) of this clause, identify as Government owned in a manner appropriate to the type of property (*e.g.*, stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) *Government-furnished property*. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) *Contractor-acquired property*. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) *Records of Government property*. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) *Use of a Receipt and Issue System for Government Material*. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) *Physical inventory*. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (*e.g.*, overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) *Subcontractor control*.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (*e.g.*, extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) *Reports*. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) *Relief of stewardship responsibility and liability*. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) *Utilizing Government property*.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) *Maintenance*. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) *Property closeout*. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) *Contractor Liability for Government Property.*

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) *Equitable adjustment*. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428

(j) *Contractor inventory disposal*. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only)

to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) *Inventory disposal schedules*.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1 (f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) *Submission requirements*.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and

dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) *Corrections*. The Plant Clearance Officer may—

(i) Reject a schedule for cause (*e.g.*, contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) *Post submission adjustments*. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) *Storage*.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) *Disposal proceeds*. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) *Subcontractor inventory disposal schedules*. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) *Abandonment of Government property*.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) *Communication*. All communications under this clause shall be in writing.

(m) *Contracts outside the United States*. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.13 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.14 AIDAR 752.202-1 DEFINITIONS (JAN 1990)

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

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

(a) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

(b) "Cooperating Country National (CCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-5 and is hired while residing outside the United States for work in a cooperating country.

(c) "Dependents" shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support.

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(d) "Local currency" shall mean the currency of the Cooperating Country.

(e) "Regular employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(f) "Short-term employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) "Third Country National (TCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-15 and is hired while residing outside the United States for work in a Cooperating Country.

I.15 AIDAR 752.204-2 SECURITY REQUIREMENTS

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

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

I.16 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.17 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUN 1992)

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

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

I.18 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The Foreign Assistance Act calls for USAID to give small businesses an opportunity to provide supplies and services for foreign assistance projects. To help USAID meet this obligation, the following paragraph is to be added to the clause prescribed in FAR 19.708(a): (See FAR 19.708) USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold, except where a shorter time is requested of, and granted by OSDBU:

(1) Brief general description and quantity of commodities or services;
(2) Closing date for receiving quotations or bids; and
(3) Address where invitations or specifications may be obtained.

I.19 AIDAR 752.225-9 BUY AMERICAN ACT – TRADE AGREEMENTS ACT – BALANCE OF PAYMENTS PROGRAM

The clause prescribed by FAR 25.408(a)(2) is not generally included in USAID contracts when more stringent source requirements are stated in the contract or when inclusion is not appropriate under FAR 25.403, or 725.403 of this chapter. (See Executive Order No. 11223, dated May 12, 1965, 30 FR 6635.) The clause setting forth USAID's source restrictions is shown in section 752.225-70.

I.20 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.21 AIDAR 752.228-7 INSURANCE – LIABILITY TO THIRD PERSONS

As prescribed in 728.307-2 (c), the following paragraph is to be added to the clause specified in FAR 52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)

(h) Insurance on private automobiles. If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages or such other minimum coverages as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, $10,000/$20,000; property damage, $5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Audit and Records - Negotiation" clause of this contract.

I.22 AIDAR 752.229-70 FEDERAL, STATE, AND LOCAL TAXES

For contracts involving performance overseas the clauses prescribed in FAR 29.401-3 or 29.401-4 may be modified to specify that the taxes referred to are United States taxes. (See FAR 29.401)

I.23 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

(a) The Contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.
(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

I.24 AIDAR 752.245-70 GOVERNMENT PROPERTY – USAID REPORTING REQUIREMENTS

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

(See FAR 45.106)

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

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY **(Name of Contractor)** **As of (End of Contract Year), 19xx**				
		Furniture and furnishings		
	Motor Vehicles	**Office**	**Living quarters**	**Other non-expendable property**
A. Value of property as of last report.				
B. Transactions during this reporting period.				
1. Acquisitions (add):				
a. Purchased by contractor 1/				
b. Transferred from USAID 2/				
c. Transferred from others- Without reimbursement 3/				
2. Disposals (deduct):				
a. Returned to USAID				

b. Transferred to USAID-Contractor Purchased				
c. Transferred to other Government agencies 3/				
d. Other disposals 3/				
C. Value of property as of reporting date.				
D. Estimated average age of contractor held property	Years	Years	Years	Years

1/ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than $500.
2/ Government furnished property listed in this Contract as non-expendable.
3/ Explain if transactions were not processed through or otherwise authorized by USAID

PROPERTY INVENTORY VERIFICATIONS

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

I.25 AIDAR 752.245-71 TITLE AND CARE OF PROPERTY (APR 1984)

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

(b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it

has custodial responsibility, including the establishment of reasonable controls to enforce such program.

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

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

I.26 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

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

(a) Contract Reports and Information/Intellectual Products.

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

(i) Time-sensitive materials such as newsletters, brochures or bulletins.

(ii) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

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

(1) Standards.

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

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

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

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

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

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
Note: *Further to I.10 (b) (1), above, delivery address for development experience documentation is:*

Online: http://dec.usaid.gov

By mail (for pouch delivery):
DEXS Document Submissions
M/CIO/KM/DEC
RRB M.01-010
Washington, DC 20523-6100

I.27 AIDAR 752.7006 NOTICES (APR 1984)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows: To USAID: Administrator, U.S. Agency for International Development, Washington, D.C. 20523-

0061. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director). To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

I.28 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)

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

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

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

I.29 AIDAR 752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984)

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Contractor's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Contractor and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant U.S. Disbursing Officer or Mission Controller, as appropriate.

I.30 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)

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

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall

be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(The following paragraph (f) is applicable if the contract is with an educational institution:)

(f) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

I.31 AIDAR 752.7015 USE OF POUCH FACILITIES (JUL 1997)

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

(1) Contractors and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of 2 pounds per shipment of correspondence and documents needed in the administration of foreign assistance programs.
(2) U.S. citizen employees of U.S. contractors are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see paragraph (a)(3) of this section).
(3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.
(4) Official mail as authorized by paragraph (a)(1) of this clause should be addressed as follows: Individual or Organization Name, followed by the symbol "C", city Name of Post, U.S. Agency for International Development, Washington, D.C. 20523-0001.

(5) Personal mail pursuant to paragraph (a)(2) of this section should be sent to the address specified in paragraph (a)(4) of this section, but without the name of the organization.
(6) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
(7) USAID contractor personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept official mail from Contractors and letter mail from their employees for the pouch, provided of course, adequate postage is affixed.

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

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

I.32 AIDAR 752.7025 APPROVALS (APR 1984)

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

I.33 AIDAR 752.7027 PERSONNEL (DEC 1990)

(a) Clearance.

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

(b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.

(c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country. [*The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.*]

(f) Duration of Appointments.

(1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:

(i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.

(ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.

(iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.

(iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.

(2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.

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

I.34 AIDAR 752.7029 POST PRIVILEGES (JUL 1993)

(a) Routine health room services may be available, subject to post policy, to U.S. citizen contractors and their authorized dependents (regardless of citizenship) at the post of duty. These services do not include hospitalization, or pre-departure or end of tour medical examinations. The services normally include such medications as may be available, immunizations and preventive health measures, diagnostic examinations and advice, and home visits as medically indicated. Emergency medical treatment is provided to U.S. citizen employees and dependents, whether or not they may have been granted access to routine health room services, on the same basis as it would be to any U.S. citizen in an emergency medical situation in the country.

(b) Privileges such as the use of APO, PX's, commissaries, and officer's clubs are established at posts abroad pursuant to agreements between the U.S. and Cooperating Governments. These facilities are intended for and usually limited to members of the official U.S. establishment including the Embassy, USAID Mission, U.S. Information Service, and the Military. Normally, the agreements do not permit these facilities to be made available to nonofficial Americans.

I.35 AIDAR 752.7031 LEAVE AND HOLIDAY (OCT 1989)

(a) Vacation leave.

(1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract. For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

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

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

> (i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or
> (ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

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

(c) Home leave.

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

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

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

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;
(ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and
(iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.

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

included in the required period of service overseas. An amount equal to the number of days vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.

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

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not 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.36 AIDAR 752.7033 PHYSICAL FITNESS (JUL 1997)

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

(a) Assignments of less than 60 days in the Cooperating Country. The contractor shall require employees being assigned to the Cooperating Country for less than 60 days to be examined by a licensed doctor of medicine. The contractor shall require the doctor to provide to the contractor a written statement that in his/her medical opinion, the employee is physically qualified to

engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. Under a cost reimbursement contract, if the contractor has no such written statement of medical opinion on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the contractor shall be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, in the case of a cost reimbursement contract, the contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.
(b) Assignments of 60 days or more in the Cooperating Country.

(1) The Contracting Officer shall provide the contractor with a reproducible copy of the "USAID Contractor Employee Physical Examination Form".** This form is for collection of information; it has been reviewed and approved by OMB. Information required by the Paperwork Reduction Act for reporting the burden estimate, the points of contact regarding burden estimate, and the OMB approval expiration date (see 701.105(a)), are printed on the form. The contractor shall reproduce the form as required, and provide a copy to each employee and authorized dependent proposed for assignments of 60 days or more in the Cooperating Country. The contractor shall have the employee and all authorized dependents obtain a physical examination from a licensed physician, who will complete the form for each individual. The employee will deliver the physical examination form(s) to the embassy health unit in the Cooperating Country.

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

(2) (The following information is provided for two purposes: to assist fixed price Contractors to develop their price proposal, and to provide cost reimbursement contractors with guidance in determining reasonable and allowable costs.) As a contribution to the cost of medical examinations, USAID shall reimburse the contractor for the physical examination authorized in paragraph (a) of this section in an amount not to exceed $100 for the physical examination, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy. For physical examinations authorized in paragraph (b)(1) above, the USAID contribution to the cost of the examination shall be as follows:

(i) For the employee and authorized dependents 12 years of age and over, one half of the cost of each examination up to a maximum USAID share of $300 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.

(ii) For authorized dependents under 12 years of age, one half of the cost of each examination up to a maximum USAID share of $120 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.

(iii) The contractor must obtain the prior written approval of the Contracting Officer to receive any USAID contributions higher than these limits.

I.37 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

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

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

I.38 AIDAR 752.7035 PUBLIC NOTICES (DEC 1991)

It is USAID's policy to inform the public as fully as possible of its programs and activities. The contractor is encouraged to give public notice of the receipt of this contract and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide." The contractor may call on USAID's Office of Legislative and Public Affairs (LPA) for advice regarding public Notices. The contractor is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of Legislative and Public Affairs (LPA) as far in advance of release as possible.

(See also Interim Update Dataset, Major Functional Series 300, Interim Update #2

I.39 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUN 2008)

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

(b) Prohibition on Abortion-Related Activities.

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities:

(i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning;
(ii) special fees or incentives to any person to coerce or motivate them to have abortions;
(iii) payments to persons to perform abortions or to solicit persons to undergo abortions;
(iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and
(v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

[END OF SECTION I]

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
SECTION J – LIST OF ATTACHMENTS

Hard copies of the following documents are attached within this Section J; however, some of the forms can be accessed electronically at: http://www.usaid.gov/forms/.

ATTACHMENT J.1:	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS
ATTACHMENT J.2:	GUIDANCE USAID-FUNDED COMMUNICATIONS PROJECTS
ATTACHMENT J.3:	REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN
ATTACHMENT J.4:	AFGHAN FIRST POLICY
ATTACHMENT J.5:	GUIDANCE IN DEVELOPING A SECURITY PLAN
ATTACHMENT J.6:	MSP ILLUSTRATIVE MOBILIZATION PLAN
ATTACHMENT J.7:	ILLUSTRATIVE WORKPLAN
ATTACHMENT J.8:	DESCRIPTION OF POTENTIAL MONITORING METHODS
ATTACHMENT J.9:	VERIFICATION AND MONITORING REPORT FORMAT
ATTACHMENT J.10:	INITIAL ENVIRONMENTAL EXAMINATION
ATTACHMENT J.11:	MISSION ORDER USAID/AFGHANISTAN VETTING REQUIREMENTS
ATTACHMENT J.12:	CONTRACTOR AND MAJOR SUBCONTRACTOR POLICY FOR WORKDAY, WORKWEEK, AND PAID ABSENCES
ATTACHMENT J.13:	PROJECT LIST, ENVIRONMENTAL THRESHOLD DECISIONS

ATTACHMENT J.1 – IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 110—The United States, the independent states of the former Soviet Union, or a developing country, but excluding any country that is a prohibited source.

(b) Code 935--Any area or country including the recipient country, but excluding any country that is a prohibited source.

(c) Code 937—The United States, the recipient country, and developing countries other than advanced developing countries, but excluding any country that is a prohibited source.

[END OF ATTACHMENT J.1]

ATTACHMENT J.2 - GUIDANCE FOR USAID-FUNDED COMMUNICATIONS PRODUCTS

1. GOAL:

The goal of this guidance is to ensure that USAID-funded communications materials are:

1. cost-effective;
2. informative;
3. targeted to a well-defined and specific audience;
4. accompanied by a well-defined, thought out, and detailed distribution plan that can and will be executed; and,
5. reflective of USAID's mission: to promote sustainable development in the countries we assist.

In addition to the five points above, the communications material should fulfill a real, identified need and contribute directly to the accomplishment of the Agency's mission.

2. DEFINITION:

For the purpose of this guidance, communications products are defined as any printed material (other than non-color photocopy material), photographic services (including slide shows or other multimedia productions) or video production services meeting the criteria in section 3. Multi-volume or multi-sectional printed materials, videos or other communications products that are intended to be distributed together as one unit, package or group will be considered as one communications product for the purpose of this guidance.

3. COMMUNICATIONS MATERIALS AFFECTED BY THIS GUIDANCE:

Effective October 1, 1994, communications materials that meet either of the following two criteria (funding or audience) must be approved by the Assistant Administrator of the Bureau for Legislative and Public Affairs (AA/LPA) or her designee.

3a. FUNDING CRITERIA:

(1) All communications materials funded by operating expense account funds must be reviewed and approved by AA/LPA.

(2) Any communications materials funded by program account funds and costing over $25,000 total. The $25,000 cost threshold will be arrived at by looking at the sum total of the cost of preparation and execution of the communications material. For example, in the case of a publication, the cost will be the sum total of the research (directly related to the writing and production of the publication), writing and other editorial services (including any associated overhead cost), design, layout, and production cost.

3b. AUDIENCE CRITERIA:

(1) Any communications material that will be sent directly to or is likely to been seen by a Member of Congress or Congressional staffer requires approval. Of course, such requests should be coordinated with LPA under the general procedures governing Congressional communications.

(2) Any publication that will have a majority of the copies (over 50 percent) distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use) requires approval.

3c. EXAMPLES:

(1) A program-funded family planning calendar produced by USAID grantee and to be distributed to 200 USAID beneficiaries in India as part of the grantee's family planning efforts and costing less than $25,000: NO APPROVAL REQUIRED.

(2) Same as 1 but distribution also includes 100 "family planning leaders" in the United States, 200 "family planning leaders" overseas, and 25 for distribution within USAID and costing less than $25,000: NO APPROVAL REQUIRED.

(3) Same as 2 but 400 additional copies given to ANE for distribution to "family planning leaders" in U.S.: APPROVAL REQUIRED.

(4) Same as 1 and 2 but costing more than $25,000: APPROVAL REQUIRED.

(5) A program-funded videotape setting forth lessons learned in an agricultural sector project in West Africa to be distributed to 150 colleges and universities in the United States regardless of cost. APPROVAL REQUIRED.

(5) An employee training manual produced by USAID with operating expense funds and for distribution within USAID regardless of cost: APPROVAL REQUIRED.

(6) An operating expense-funded or program-funded annual report to Congress that is required by law and will be distributed to both Congress and to interested people in the United States regardless of cost: APPROVAL REQUIRED.

3d. EXEMPT COMMUNICATIONS MATERIALS:

(1) Program-funded publications costing less than $25,000 and specifically intended as design, evaluation and feasibility studies that are not intended for the general public.

(2) Program-funded publications costing less than $25,000 and distributed solely overseas as part of the delivery of foreign assistance or as part of a mission's informational program in the host country.

4. REVIEW PROCESS:

Effective with the issuance of this guidance, all communications products meeting the criteria in section 3 of this guidance must be submitted for review and approval by USAID/LPA/MC. This process must be completed before any final planning or funding commitment on the communications materials can be given.

Required information and design standards for printed materials and video/photographic materials are attached as annexes to this guidance.

As always, LPA staff is available to assist bureaus and missions in the production of communications products.

5. CONTRACT AND GRANT DOCUMENTS REVIEW:

Agency personnel should be aware that this guidance applies to all affected communications materials produced through USAID- funded contracts and grants. Thus, USAID staff is urged to review current contracts and grants and to keep in mind for FY 1995-funded contracts and grants that these guidelines must be built into the agreements. Materials produced under omnibus contracts covering other services are subject to this guidance.

Please note that M/Bureau will provide detailed guidance to contracting officers and other appropriate USAID personnel that will include a required separate line item and other standardized language incorporating these issues as a part of the contract or grant.

6. POINTS OF CONTACT:

Point of contact for this guidance is USAID/LPA/MC.STANDARDS FOR USAID-FUNDED PUBLICATIONS

The following standards are intended as general guidelines for the production of USAID-funded publications that fall within the scope of those requiring LPA approval.

The purpose of establishing basic standards is to enable LPA to work in a cooperative effort with agency bureaus and field missions to produce informative, professional and cost-effective products that meet the needs of a designated audience. The audience and distribution plans must be clearly defined and justification given that a real need exists for the proposed publication.

We are fully aware that there will be situations that warrant exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Publications intended for a U.S. audience, including Congress:

A. Use of color: Two-color maximum for both cover and text (black or blue ink, generally used for text, counts as one color). In the case of publications such as conference proceedings, one color is the standard.

B. Paper: For both cover and text, use the most cost- effective stock that suits the publication's purpose. Make every effort to use recycled paper. Do not use heavy stock.

C. Photos: Black-and-white

D. Content: Emphasize results achieved toward sustainable development through USAID programs. NOTE: In most cases, LPA will ask for a separate textual (ASCII) version of the final document for possible posting on USAID's Internet, which at present can support text only.

E. Design: Avoid expensive folds/paper cuts, inserts/foldouts, die cuts, embossing, foil stamps and other design elements that add additional expense.

II. Reports Required by Congress

Most reports should be in typewritten, Xeroxed format and respond specifically to what is required by statute.

III. Use of metric units of measurement

Unless a waiver is granted, metric units are to be used in accordance with Executive Order 12770. Traditional units may be shown in parentheses after metric.

IV. Use of Agency logo

The USAID logo (or the name of the agency written out) should be displayed prominently, e.g., on the cover or title page.

V. Approval Form

LPA is developing a "request-for-approval" form that will be put on the agency wide computer network as a macro to simplify and streamline the approval process. Information that will be required is as follows: type and design/format of publication; justification for its need; clearly defined audience and distribution plans; print run; budget breakdown including cost for photographic services (if a contract photographer is used), writing, editing, design, layout and printing; whether OE or program funds are being used; and plans to evaluate the effectiveness of the product.

VI. Publications produced through USAID-funded grants and contracts are subject to these standards. STANDARDS FOR USAID-FUNDED VIDEO PRODUCTIONS

The following standards are intended as general guidelines for USAID-funded video productions that require LPA approval.

The purpose of establishing these basic standards is to enable LPA to work in cooperation with agency bureaus and field missions to produce informative, professional and cost-effective programs that meet the needs of the designated audience. The audience and distribution plans must be clearly defined. The purpose and production plans must be justified and must support a real need.

We are aware that USAID video productions generally fall into two categories--those produced for information/education of U.S. audiences, and those produced with program funds for largely foreign audiences. These guidelines will help missions decide which programs warrant video productions and how these should be produced.

We are also aware that certain situations will justify exceptions to these standards. Exceptions will be made by LPA on a case-by-case basis.

I. Basic Guidelines

A. Content: Videos intended for U.S. audiences, including Congress, should portray concrete results or chronicle a USAID success story. The video should not be a "promo" for the Contractor or a specialized technical report aimed at a narrow audience of experts. Videos produced with program funds for foreign audiences would usually be training tapes or other instructional material.

Also, LPA will not approve video recordings of conference proceedings that can more appropriately be shared as written transcripts or audiocassette recordings.

B. Format: The program should be shot in a professional television format: BETA, BETA-SP, or 3/4". Only viewing copies should be made in VHS. Programs may be shot in American TV standard (NTSC) or in PAL or SECAM TV standard.

C. Producers: Direct contracts must comply with OFPP Letter No. 79-4 which establish a "Government-Wide Contracting System for Motion Picture and Videotape Productions" (as required by OFPP letter 79-4.) The designated production team must have a track record producing information/education programs or other professional broadcast products. A brief list of previously produced programs should be included.

D. Length: The video should be no more than 15 minutes, unless there is a strong justification.

E. Copies: The number should be determined by the bureau/mission and reflected in the production budget. Viewing copies for NGOs, PVOs and local officials should be in VHS. Copies for local TV placement must be in 3/4" or BETA. A copy of the master of the finished program must be sent to the LPA video archive.

II. Approval Form

To simplify the approval process, LPA is developing a macro for the "request-for-approval" form that will be put on the agency wide computer network. The following information will be required:

A. A general description of the subject of the video.
B. The intended audience and a detailed distribution plan.
C. Whether OE or program funds will be used.
D. Budget breakdown to include cost for the following items:
- Pre-production: research, script, shooting schedule (where the video will be shot);
- Production: how many shooting days (include travel days), how much per day for the crew plus equipment. Please note: where possible, a local crew should be used; and,
- Editing: how many hours, how much per hour, how much for graphics and titles.

E. Discussion of plans to evaluate the script and the "rough cut" for the effectiveness of the product.

III. Videos produced through USAID-funded grants and contracts are subject to these standards.

NOTE: All videos produced with USAID funds must be deposited in the LPA video archive. This includes all "source" tapes, plus a copy of the completed master program drafted

[END OF ATTACHMENT J.2]

ATTACHMENT J.3 - REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN

(Eight page document follows)

REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN

February 9, 2010

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

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

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

I. REGISTERING AS AN NGO

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

What is an NGO under the laws of Afghanistan?

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

How to Register an NGO in Afghanistan?

NGOs are registered by the NGO Department within the IRoA Ministry of Economy (MoE), which is responsible for both registering and supervising NGOs. There are two key laws that govern the establishment, registration and operations of civil society organizations: the Law on Social Organizations enacted November 2002 and the Law on Non-Governmental Organizations enacted June 2005.

For NGOs receiving USAID funds, the entity must first proceed to the Ministry of Foreign Affairs (MoFA) with a letter from USAID3 introducing the organization as a

USAID-funded organization to the MoFA for registration. The MoFA then sends the information to the MoE to register the entity as an NGO. According to the Afghanistan NGO Law4, an NGO must submit a semi-annual activity report and an annual activity report to the MoE. Failure to submit the reports could result in the dissolution of the NGO. The semi-annual report should be prepared in one original and three copies for submission to the central and regional offices of the MoE. In addition, an NGO must provide its annual financial statements/reports, prepared in accordance with international auditing standards, to the MoE.

How to register For-Profit Entities?

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

To register, the for-profit entity must first proceed to the MoFA with a letter from USAID introducing the organization as a USAID-funded organization to the MoFA for licensing at AISA.5 The MoFA then sends the information to AISA to license the entity as a for-profit entity. The implementing partner collects and completes the AISA forms and submits them to the licensing department of AISA. AISA then sends a letter to the Ministry of Finance (MoF) requesting information on whether the organization is exempt from taxes in accordance with our bilateral agreement with the GIRoA. Once the AISA forms are completed, information on the organization is also sent to the Central Business Registry (CBR) for registration. The CBR is a "one stop shop" to register businesses combining all of the functions previously done by the Commercial Court, the Ministry of Justice (MoJ) and the MoF. The CBR facilities the registration process for all businesses. The CBR issues the partner a Tax Identification Number (TIN)6, registers the business and publishes the information in the Official Gazette of the MoJ. The partner receives a registration number from the CBR which then allows AISA to issue the license.
For more information on licensing at AISA, please visit www.aisa.org.af or contact [redacted] Director of Licensing Department at [redacted]

II. TAXES

A. Tax Exemptions under Afghanistan Tax Law

Afghanistan's Income Tax Law, enacted in 1965 and amended in 2005 and most recently in 2009, was modeled on the U.S. tax law. Article 10 of the GIRoA Income Tax Law defines a category of "Tax Exempt Organizations" similar to a charitable organization under Section 501(c)(3) of the U.S. IRS Code. To qualify as an exempt organization

under Article 10, an organization must be (1) established under the laws of Afghanistan, (2) organized and operated exclusively for educational, cultural, literary, scientific, or charitable purposes and (3) contributors, shareholders, members or employees either during the operation or upon dissolution of the organization … must not benefit from the organization. The contributions and income received from the necessary operations of qualifying organizations are exempt from taxation.

B. Annual Tax Filing

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

C. Tax Exemptions for USAID Partners

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

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

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

D. Withholding Tax on Subcontractor

In March 2009, a new provision was added to the Tax Law. Article 72 provides for a withholding tax on subcontractors. Subcontractors, who are not registered with AISA and that provide supplies, materials, construction and other services under contract, are subject to a 7% fixed tax in lieu of income tax. This tax is withheld from the gross amount payable to the subcontractor. However, subcontractors, who are registered with AISA and provide the services listed above, are subject to a 2% withholding tax. The tax withheld is creditable

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

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

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

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

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

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

• If the monthly rent is more than Afs.10, 000 ($200) and less than Afs.100, 000 ($2000) - 10 percent.

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

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

In Afghanistan, there is an income tax on organizations and individuals. There is also a business receipts tax (BRT) which is a type of income tax on gross receipts of for-profit organizations.

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

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

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

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

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

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

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

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

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For questions or information, please contact:

Senior Resident Legal Advisor (RLA)
USAID/Afghanistan

ATTACHMENT A - SOAG TAX EXEMPTION PROVISION

Section B.4. Taxation

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

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

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

1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national

individuals or their family members. Exemption 1 includes, but is not limited to; all charges based on the value of such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.

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

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

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

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

Attachment 2
Embassy consular office delegation letter

Embassy of the United States of Amer

January 18, 2010

Protocol Department
Ministry of Foreign Affairs
Islamic Republic of Afghanistan

To Whom It May Concern:

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

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

Sincerely,

Randall Mericeth, Consul

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

ATTACHMENT J.4 - AFGHAN FIRST POLICY

AFGHAN FIRST POLICY

The U.S. Embassy and U.S. Forces Afghanistan (USFOR-A) *Afghan First* policy encourages local procurement of Afghan products made by Afghans to benefit and improve the well-being of the Afghan people. The ways to implement the ideas put forward in this document may be varied, but taken together as a strategy, policy and collective effort can mark a step forward to lay a new foundation for growth in Afghanistan. And growth creates Afghan jobs and income.

Procuring goods and services from Afghan companies promotes economic development, supports the growth of a modern and competitive business sector, and boosts Afghan employment. The coalition military and development agencies are significant players in the Afghan economy. Our influence will be more positive to the extent we actively partner with Afghans and Afghan companies to create jobs. Abating unemployment requires full use of USG resources.

Local procurement makes good business sense from the buyer's perspective. Afghan firms know the market and can often provide goods and services with comparable quality, at competitive prices. With a shorter supply chain, local procurement is often the best way for the buyer to maximize value and timely delivery of needed goods and services. Such business engagement can broaden Afghan support for our mutual strategic objectives in Afghanistan. But most importantly, it helps local businesses to grow, gain experience, and generate jobs in the industrial, commercial, and agriculture sectors.

Why Afghan First?

Purpose:
- Afghan Leadership
- Participation
- Capacity
- Sustainability

While looking for the best value for the USG, establishing an *Afghan First* policy can make sense:

Afghan Leadership and Ownership: Helps ensure that procurement responds to the needs of Afghans and is accountable to the Afghans it is meant to support.

Afghan Participation: Promotes the Afghan private sector in their management and delivery of goods and services while fostering entrepreneurship.

Afghan Capacity Development: Develops the Afghan labor force.

Afghan Sustainability: Over time, local procurement reduces support for the insurgency,

makes foreign assistance more effective, and ultimately reduces the dependence of development assistance.

AFGHAN FIRST POLICY

Local procurement by all USG and other foreign organizations can contribute directly to both stability and economic development which are critically important to accomplish our shared purpose: to support Afghan leadership, capacity, and sustainability. Therefore, the USG's procurement policy in Afghanistan is: *Afghan First.*

Local procurement can be faster, easier, and less expensive than purchasing from vendors outside Afghanistan. For many products and services, local quality standards may already meet import standards, or with focused and sustained effort, they may be raised to international standards.

Increasing local procurement, at acceptable standards for quality, price and reliability of supply will require sustained, senior management attention, and the dedication of those at all levels regarding procurement decisions. In this purpose, all of us must be innovative, proactive, and creative to implement *Afghan First*.

The U.S. Mission will work with UNAMA, USFOR-A, ISAF and international organizations and companies to increase procurement within Afghanistan of supplies for civilian and military activities. USG procurement offices (including Human Resources Offices) should record the procurement of all goods and services, and analyze and report this data quarterly using existing WebPass, eServices systems, etc. Each quarterly analysis should identify prospective ways and means to increase local procurement of goods and services.

The top priority for all USG procurement to implement *Afghan First* is as follows

Step 1:
Afghan First: Hire Afghans and develop the labor force; purchase Afghan materials/services to expand the industrial, commercial and agricultural bases

Step 2:
If labor is not available; If materials are not available Can we stimulate production? Can we develop labor skills?

Step 3:
(A) Replace American or Third Country National direct hires with Afghans wherever possible, or

Step 4:
(B) Write contracts that reward/incentivize: Using Afghan contractors/sub-contractors; Skilled/Semi-skilled and other Afghan labor; and Local procurement of Afghan products.

Procurement

Whether it's implementing development projects, procuring furniture, contracting services, hiring staff, etc., all USG staff can make a difference to implement *Afghan First.* Here is an illustrative 'menu' of options on how to implement *Afghan First:*

1. Use existing local resources and Afghan business directories

- Peace Dividend Trust (PDT) is a non-profit organization that fosters and implements innovations in peacekeeping and economic development. Their goal is to make missions efficient, effective, and equitable.
- The USG supports local partners such as PDT, who have been working in Afghanistan since January 2006 to increase local procurement, by connecting international buyers to Afghan sellers. In particular, PDT manages a database of Afghan suppliers -- currently about 4,600 -- that one can find on PDT's webpage: www.buildingmarkets.org. PDT also trains Afghan companies about bidding and performance issues.

2. Encourage a greater response from Afghan businesses

- Advertise in Dari and Pashto in local communities.
- Simplify documents and identify points of contact that are fluent in Dari and Pashto.
- Make vendor registration procedures and key forms available in Dari and Pashto.
- Provide free bid invitations and tender documents to local Afghan businesses.
- Pay local Afghan companies within 30 days.
- Establish local Afghan vendor lists.
- Prequalify Afghan businesses.

3. Support the local currency

- Pay contracts in Afghanis wherever possible.
- Pay wages in Afghanis wherever possible.

4. Develop Afghan skills

- Retain Afghan firms wherever possible.
- Reduce size of contracts, dividing them by geography or by sector.
- Coordinate training programs for suppliers.
- Refer suppliers to an existing program with incentives to participate.

5. Hire / Recruit / Retain Afghan staff

- Hire national Afghan staff wherever possible.
- Build capacity of national staff that is sustainable beyond the end of the project.
- Provide mentorship and training opportunities.
- Motivate staff via formal recognition of work well done.

- Provide recognition of achievements and recommendations for their professional development.

[END OF ATTACHMENT J.4]

ATTACHMENT J.5 - GUIDANCE IN DEVELOPING A SECURITY PLAN

Usually security plans are based on a security assessment which identifies; credible threats, existing vulnerabilities and provides a mitigation strategy.

Some of the components of a security plan can include, but not limited to:

- Flow chart of security and company personnel
- Communications
- Access control, ID badging & key control
- Operating at different threat levels
- Standard operating policies & procedures
- Training, drills & exercises
- Restricted and controlled areas
- Monitoring & intrusion detection equipment (i.e., CCTV…)
- Lighting & emergency power
- Diagram of the facility
- ANNEX or Addendums with other SOPs, Contingency and/or Emergency Plans

It is the Contractor's responsibility to choose what assessment methodology and type of guidelines it will follow in the development of its security plan.

[END OF ATTACHMENT J.5]

ATTACHMENT J.6 - MSP ILLUSTRATIVE MOBILIZATION PLAN

			August				September				October				
	Outputs	**Comments**	**1**	**11**	**18**	**25**	**1**	**8**	**15**	**22**	**29**	**6**	**13**	**27**	
OPERATIONS START-UP															
Personnel:															
Logistics/Operations:															
Finance:															
Security:															
PROGRAM START-UP															
DELIVERABLES & REPORTING															

[END OF ATTACHMENT J.6]

ATTACHMENT J.7- ILLUSTRATIVE WORKPLAN

			FY 2014				FY2015				FY2016				FY2017				FY2018		
	Task/Percentage Level of Effort for the Task	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3
1.0	Deliverables																				
1.1																					
1.2																					
1.3																					
	Task/Percentage Level of Effort for the Task																				
	Deliverables																				
2.0																					
2.1																					
2.2																					
2.3																					

[END OF ATTACHMENT J.7]

ATTACHMENT J.8 - DESCRIPTION OF POTENTIAL MONITORING METHODS

This Contract shall contain a variety of tools that can be deployed to monitor MSP technical projects as needed. An important aspect of the project will be the use of multiple techniques simultaneously. This will mitigate the risk of relying too heavily on one monitoring technique which may be corrupted, resulting in USAID receiving biased or false information. The specific set of tools employed for monitoring will have to be defined on a project-by-project basis. Some of the tools used to monitor USAID projects may include, but will not be limited to, the following:

- Monitoring partners: These individuals will be hired by the Contractor to visit project sites to collect and report project performance data. They will be hired by the Contractor but will be expected to have close communication with USAID offices. Contractors will be responsible for directing the work of third-party monitors, and not USAID. Ideally, these individuals will have some prior monitoring and evaluation experience, but the Contractor will be expected to develop training to ensure that the third-party monitors have the necessary expertise to appropriately perform their function. Third-party monitors will be the primary tool of Contractor's monitoring work, but every effort must be made to corroborate all information reported by third-party monitors using objective monitoring techniques in order to reduce the risk of bias or corruption.
- GPS Tracking: Project implementers are already expected to report the GPS coordinates of their project sites. These project site locations will allow the Contractor to take appropriate samples of project sites to perform data verification. When third-party monitors perform verification visits, they must also report their GPS coordinates so that USAID can match monitoring reports with appropriate project sites. This will also serve as a check against corruption, since GPS information that does not match an appropriate project site will raise suspicion and follow-up from the Contractor and USAID staff.
- Photography: Third-party monitors may supplement their reporting with pictures of project sites or particular project activities. This will serve to enhance their reports and perhaps as another check against corrupt practices. Using specific cameras or programs, photos can also be "geo-tagged" and time stamped so that images can be matched to specific project sites at specific times.
- Cell Phone Monitoring: Cell phones loaded with appropriate monitoring or surveying tools could be used to supplement our monitoring efforts in a variety of ways. Project implementing partners could provide benefitting communities with a hotline number to report progress on an ad hoc basis against a published project schedule. Training participants from various projects could report results from pre- and post-tests almost immediately to a centralized database. The Contractor could systematically distribute survey questions to project beneficiaries to confirm project activities and observe changes in beneficiary perceptions with greater regularity than USAID implementers can do through traditional surveys. Lastly, monitoring partners could use cell phones to more immediately record and transmit site visit reports, thus reducing transcription and recall errors.
- "Crowd Sourcing": This tool would involve using local community members and beneficiaries as ad hoc monitors of project implementation. While this tool could not be relied on as a primary means of systematic project monitoring, it could be used as a way of identifying specific project sites that merit visiting and better focusing the work of third-party monitors. Employing this tool in a robust way would also have the secondary benefit of

generating further demand for transparency and accountability among local Afghan citizens. Security concerns of women will have to be considered if utilizing this method.

[END OF ATTACHMENT J.8]

ATTACHMENT J.9 - VERIFICATION AND MONITORING REPORT FORMAT

The length of the report shall not exceed 50 pages, exclusive of Annexes in English, using Times New Roman 12 point font, 1.15 line spacing, consistent with USAID branding policy. The quarterly monitoring reports shall include the following:

1. **Title Page**
2. **Table of Contents (including Table of Figures and Table of Charts, if needed)**
3. **List of Acronyms**
4. **Introductory Chapter**
   a. Brief statement on purpose of the monitoring, including a list of the main monitoring questions.
   b. A description of the project activities being monitored during the reporting period, as well as the indicator data collected (note: this must match the approved project PMP).
   c. Brief statement on the methods used in the monitoring activity such as interviews, site visits, surveys, collection of GPS data, and photography etc.
   d. Explanation of any challenges encountered during the monitoring activity—especially with respect to the methodology—and how these challenges affect the findings.
5. **Findings:** This section must describe the findings, focusing on each of the monitoring questions.
6. **Explanation of Deviations:** This section must include an identification and explanation of any discrepancies that were observed between the findings from the monitoring activity and information reported by the project in their quarterly report.
7. **Implementation Challenges and Problems:** This section must include thorough descriptions of any apparent implementation challenges and problems that arose during the monitoring of the project. If none arose, then this chapter can be omitted.
8. **Annex**
   a. Third Party Monitoring Statement of Work
   b. Description of the project activities and beneficiaries monitored during the reporting period. This will include places visited (including exact coordinates if available); list of organizations and people interviewed, including contact details.
   c. Monitoring design and methodology.
   d. Copies of all tools such as survey instruments, questionnaires, discussions guides, checklists.
   e. Bibliography of critical background documents.
   f. Meeting notes of all key meetings with stakeholders.
   g. "Statement of Differences"

A. REPORTING GUIDELINES

- The quarterly monitoring report must represent a thoughtful, well-researched and well-organized effort to objectively verify what the project accomplished over the reporting period.
- Quarterly monitoring reports shall address all monitoring questions included in the statement of work.

- The quarterly monitoring report must include the statement of work as an annex. All modifications to the statement of work, whether in technical requirements, monitoring questions, methodology, or timeline need to be agreed upon in writing by the RFTOP COR.
- Monitoring methodology shall be explained in detail and all tools used in conducting the monitoring activities such as questionnaires, checklists, photographs, geographic coordinates and discussion guides will be included in an annex in the final report.
- Monitoring data collection will be informed by the project PMP to ensure consistency and comparability with IP project data, including disaggregation by gender, age group, and geographic area wherever feasible.
- Limitations to the monitoring activity shall be disclosed in the report, with particular attention to the limitations associated with the monitoring methodology.
- Monitoring findings must be presented objectively as analyzed facts, evidence, and data and not based on anecdotes, hearsay or the compilation of people's opinions. Findings must be specific, concise and supported by strong quantitative and/or qualitative evidence.
- Sources of information will be properly identified and listed in an annex.
- Recommendations must be actionable and supported by a specific set of findings. They will also be action-oriented, practical, and specific, with defined responsible parties for each action.

[END OF ATTACHMENT J.9]

ATTACHMENT J.10 - INITIAL ENVIRONMENTAL EXAMINATION

See attached Initial Environmental Examination titled "MSP RCE Environmental Analysis."

[END OF ATTACHMENT J.10]

ATTACHMENT J.11 - MISSION ORDER USAID/AFGHANISTAN VETTING REQUIREMENTS

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

I. PURPOSE

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

II. DEFINITIONS

As used in this Mission Order, including the Appendices:

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

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

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

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

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

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

"**Parastatal**" means any organization funded or owned by the state but otherwise functions as a private sector enterprise. For the purposes of this Mission Order, Parastatals include, but are not limited to, the Afghanistan Investment Support Agency (AISA), the Afghan Public Protection Force (APPF), and Da Afghanistan Breshna Sherkat (DABS).

"**PIO**" means a Public International Organization designated under ADS 308.
"**Private Security Services**" include any services that involve the potential use of force in the course of employee duties. Any organization-whether a PSC, RMC or other type of private security provider or consultancy-whose employees are authorized to carry firearms is classified as a Private Security Service.

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

"**PSC**" means Private Security Contractor.

"**RMC**" means Risk Management Consultant.

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

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

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

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

"**VSU**" means the Vetting Support Unit of the USAID Mission.

III. AUTHORITIES AND REFERENCES

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

U.S. government agencies, as well as Congressional committees, have paid increasing attention to the risks of U.S. reconstruction funds in Afghanistan being diverted to Prohibited Parties, with several Congressional committees having issued reports detailing their concerns. See, e.g., "Inquiry into the Role and Oversight of Private Security Contractors in Afghanistan Report, Together with Additional Views of the Committee on Armed Services U.S. Senate, September 28, 2010". Additionally, GAO has undertaken a review to identify what efforts are underway to ensure that U.S. funds or resources are not diverted to support Prohibited Parties.

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

E.O. 13224 is just one of several statutes, regulations and Executive Orders pertaining to terrorism. Others include Title 18 USC Sections 2339A and 23398, which prohibit the provision of material support or resources for terrorist acts or to designated foreign terrorist organizations.

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

IV. ADDITIONAL BACKGROUND INFORMATION

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

V. PROCEDURES FOR VETTING

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

VI. EFFECTIVE DATE

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

Acting Mission Director: Sarah Wines /s/ Date: **7/18/2013**

IX. APPENDICES

A. Vetting Procedures
B. Information Form
C. Sample Notification Language (not included as this is relevant to USAID)

Appendix A: Vetting Procedures

1. Applicability: Subject to Section I.d. below, vetting is conducted by USAID in connection with its review and approval of proposed USAID Awards and Sub-awards for the following:

a. Contractors and subcontractors: Any proposed non-U.S. recipient of an Award of a USAID contract, subcontract, or any instrument acting as the same in excess of $25,000 at any tier. This includes USAID-awarded contracts, prime contractor-awarded subcontracts and contracts awarded by grantees and recipients of cooperative agreements.

For the avoidance of doubt, this Mission Order applies to all Sub-awardees of Awards for Private Security Services regardless of award value and regardless of tier.

b. Recipients of assistance instruments: Any proposed non-U.S. recipient of an Award of a grant, cooperative agreement, subgrant, or any instrument acting as the same in excess of $25,000. This includes USAID-awarded grants and cooperative agreements, prime contractor-awarded grants under contracts (GUCs) and subgrants under grants or cooperative agreements, regardless of tier.

c. On-budget assistance: USAID reserves the right to conduct vetting in connection with any on-budget assistance, including any Sub-awards under such on-budget assistance, to the same extent as provided as under this Mission Order.

d. Exceptions: Except as provided in Section I.e. below, the vetting procedures set forth herein do not apply to:

I) Ultimate beneficiaries of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans and shelter;
2) Providers of water and electricity (which currently is DABS) for USAID's or USAID Awardee's own use in the ordinary course of business; and
3) APPF, as the sole provider of pay-for-service security requirements mandated under Presidential Decree 62.

For purposes of these vetting procedures, “ultimate beneficiaries" mean individuals or entities that benefit from assistance indirectly. Vetting is required when cash or in-kind assistance is provided directly to one or more specifically identified persons or entities.

For example, vetting generally would be required for a hospital that will receive pharmaceuticals, a company whose manufacturing equipment will be repaired or replaced, or an NGO whose recreational facilities will be renovated. Vetting is not required, however, for patients of the hospital, customers of the manufacturer, or users of the recreational facilities.

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

2. Further Rules on Applicability:

a. **Vetting Threshold**: The $25,000 threshold applies to all Awards, Sub-awards, and their amendments. If an amendment, modification, or additional order would increase the amount of an Award or Sub-award above

$25,000, vetting shall be required. The threshold is cumulative for multiple awards, i.e., if the amount under an Award to an Awardee would, if taken together with all other Awards previously awarded to the Awardee, cause the total amount awarded to the Awardee to exceed the $25,000 threshold, vetting should be requested. Additionally, all Awards for Private Security Services, including PSCs and RMCs whose employees are authorized to carry firearms, are subject to vetting regardless of the A ward amount.

b. **Government Officials**: Government officials, including parliamentarians and national, provincial, district and municipal officials, to the extent they serve as Key Individuals, or perform functions substantially similar to those performed by a Key Individual, in connection with a USAID-funded project, are subject to vetting to the same extent as other USAID Awardees. Vetting results will be taken into consideration, to the extent relevant, in the context of the applicable ministry assessment conducted in connection with on-budget assistance.

c. **Parastatals**: USAID reserves the right to conduct vetting in accordance with the procedures set forth herein on any Awardee that is a Parastatal.

d. **PIOs**: Although PIOs are not themselves subject to vetting, parties to whom PIOs make Awards or otherwise provide assistance are subject to vetting by USAID in accordance with these rules.

e. **Parastatal and Government Sub-awardees**: USAID reserves the right to conduct vetting on non-U.S. recipients of Sub-awards under Parastatal or government activities or programs funded by USAID in accordance with the procedures set forth herein.

f. **Educational Institutions**: Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations.

g. **Branches and subsidiaries**: A branch of an organization is the same corporate legal entity as the organization itself. As such, if a branch is a potential Awardee, the entire organization must be vetted as well. If an organization has been previously vetted, whether subsequent vetting will be required for each of its branches that applies for assistance will be decided by the VSU on a case-by-case basis. This decision will depend largely on the extent to which the organization's headquarters oversees and controls the activities of the branches.

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

h. **Inter-Agency Transfers**: For Awards under interagency agreements pursuant to Section 632 (a) or (b) of the Foreign Assistance Act of 196 1, as amended, it will be incumbent upon the recipient agency to implement appropriate review procedures to ensure compliance with E.O. 13224 and related requirements.

3. Vetting of "Key Individuals": Whenever an entity must be vetted, each of its "Key Individuals" who are not U.S. citizens or permanent legal residents must also be vetted. A "Key Individual" means:

a. Any person who exercises effective control of the organization;

b. A principal officer of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);

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

d. The program manager or chief of party for the USA I D-financed program;

e. Any person receiving significant commissions (defined as a sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding the Vetting Threshold; and

f. Any other person with significant responsibilities for administration of USAID-financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those out lined in (a)-(e). For Private Security Services, this would include leadership roles down to the level of field commanders).

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

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

4. Obtaining Data Needed for Review:

a. As specified in the solicitation, entities applying directly to USA ID for Awards exceeding the Vetting Threshold will submit the Information Form to the VSU (Kabul_usaid_vsu@state.gov) at the same time they submit their proposal or application.

b. Prime Awardees will be responsible for completing, signing and submitting the Information Form to the VSU (Kabul_usaid_ vsu@state.gov) for each proposed Subaward exceeding the Vetting Threshold. The prime Awardee is considered the vetting requester and is responsible for taking reasonable steps (in accordance with sound business practices) to verify the information contained in the Information Form.

c. Along with each Information Form, the prime Awardee is required to submit the following supporting documentation:

1. Copies of applicable, currently valid licenses required for the proposed Awardee to do business in Afghanistan. A valid AISA license must be in place for the duration of an Award and Sub-award, including any amendments thereto.

2. Legible copy of a government-issued photo ID for each Key Individual (for Afghans, a *tazkera* is required). The number on the ID must match the number entered on the Information Form.

3. Copy of a passport for each Key Individual in possession of a passport (Afghans with passports should submit both *tazkera* and passport). Passport numbers must be recorded on the Information Form.

4. For U.S. citizens or legal permanent residents employed as Key Individuals, passport copies or other proof of U.S. citizenship or legal permanent residence.

5. Notification of Determination:

a. Once an eligibility determination has been made, the VSU will promptly send written notice of the determination to the chief of party or program director of the prime Awardee or, if applicable, to the Sub-awardee being vetted (with a copy to the prime Awardee) with respect to a request pursuant to Section 4(b) above. Notices to outside parties should conform to the language shown in Appendix C. A copy of the eligibility determination will be retained in VSU's files.

b. Once an ineligibility determination has been made, the cognizant CO or AO is responsible for communicating with the prime Awardee or, if applicable, the Subawardee being vetted (with a copy to the prime Awardee), using the appropriate language shown in Appendix C. The VSU will notify appropriate officials in USAID/Washington about such ineligibility determination and will provide the Suspension and Debarment Official with any relevant information.

6. Duration of Approval:

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

b. Vetting approval may be rescinded if USAID obtains information indicating that the Awardee or any of its .Key Individuals is found to be a Prohibited Party.

c. Each Awardee must be vetted for each new Award that exceeds the Vetting Threshold, and at least annually for the duration of an Award.

7. Risk-Based Vetting:

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

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

Appendix B: USAID Information Form

Part I: Information About Proposed Activities (all parts mandatory		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable, currently valid licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): ☐ Contract or Subcontract ☐ Grant or Subgrant ☐ Training ☐ Equipment ☐ Other		
3. US$ amount and estimated start/end date of proposed award or assistance: Dollar amount: $ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		
b. Address (include village/town/city, state/county/province, and country):		
c. Telephone:	d. Fax:	e. Email:
6. Information on Key Individuals associated with the organization named in 5 above who are not U.S.citizens or permanent legal residents, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. •• = mandatory information		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth village/town/city: state/county/province: Country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used {may include nicknames, pseudonyms not listed under name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: Country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?" Yes ☐ No ☐
Part II: Contractor/Grantee/Recipient Certification: (to be completed by Prime Awardee chief of party, program director or their designee)		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		

Vetting request number		
Staff member who initiated request		
Project name		
Date submitted for screening		

USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals (Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo 10 number, type of 10 and country of issuance:**
Place of birth** Date of birth:-* village/town/city state/county/province Country	Example: 3 May, 1979	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence village/town/city state/county/province: Country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?" Yes ☐ No ☐
c. Name (As in passport or other government-issued photo ID):**		Government-issued photo 10 number, type of 10 and country of issuance:**
Place of birth** village/town/city: state/county/province: Country:	Date of birth:-* (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence village/town/city: state/county/province: country		- Citizenship(s):- (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone		Is the individual a U.S. citizen or legal permanent resident?" Yes ☐ No ☐

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors and vendors, who work in Afghanistan.

Part I

Question 1 - Self-explanatory
Question 2 - Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term
Question 3 - Enter the amount of award or assistance (or sub-award) in U.S. dollars and indicate the start and end date of the award (or sub-award) using a mm/dd/yyyy format
Question 4 -Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary
Question 5 a-i - Self-explanatory.
Attach a copy of the relevant, currently valid Afghan business license.
Question 6 - A "Key Individual" means (i) Any person who exercises effective control of the organization; (ii) a principal officer of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director president or vice president); (iv) the program manager or chief of party for the USAIO-financed program; (v) any person receiving significant commissions (defined as a sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding $25,000; and (vi) any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(v). For Private Security Services, this would include leadership roles down to the level of field commanders). Complete for each of these six categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Only Key Individuals who are not U.S. citizens or permanent legal residents need to be submitted. Attach copies of photo ID for each non-U.S. "Key Individual". In addition, for all non-U.S. Key Individuals in possession of passports, passport copies must be attached.
Note: If a "Key Individual" is a U.S. citizen or permanent legal resident, proof of citizenship or residency must be attached.

Part II
The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, read the certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III
This section will be completed by the USG vetting official.

[END OF ATTACHMENT J.11]

ATTACHMENT J.12 - CONTRACTOR AND MAJOR SUBCONTRACTOR POLICY FOR WORKDAY, WORKWEEK, AND PAID ABSENCES

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[END OF ATTACHMENT J.12]

ATTACHMENT J.13: PROJECT LIST, ENVIRONMENTAL THRESHOLD DECISIONS

Task Order One—Northern Provinces Monitoring						
Project	**Project Description**	**Sector**	**Start Date**	**End Date**	**ETD**	**Province(s)**
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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Task Order Two—Western and Southern Provinces Monitoring

Project	Project Description	Sector	Start Date	End Date	ETD	Province(s)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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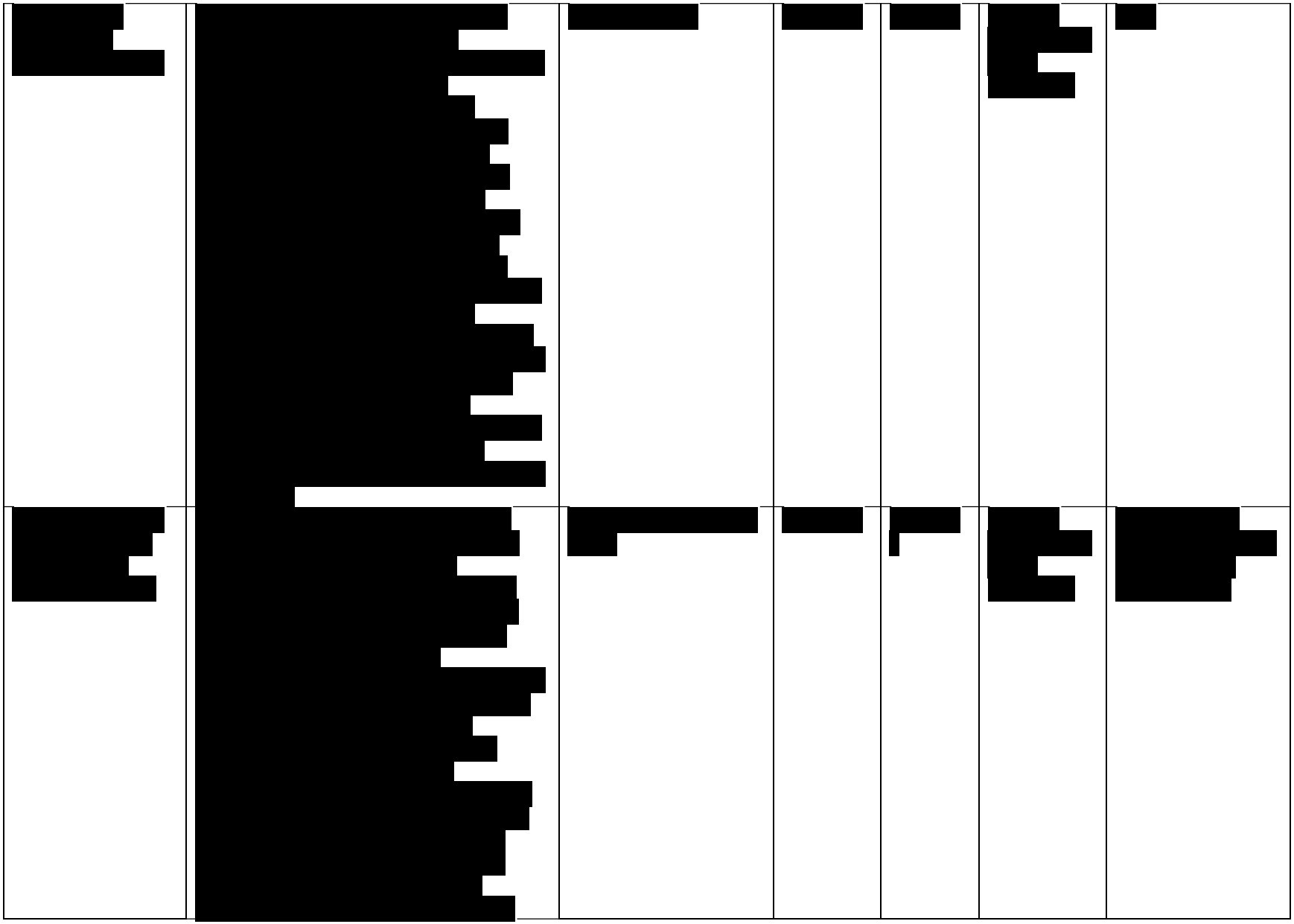

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Task Order Three—Eastern Provinces Monitoring

Project	Project Description	Sector	Start Date	End Date	ETD	Province(s)
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
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[END OF ATTACHMENT J.13]

[END OF CONTRACT NO.: AID-306-I-15-000012]