

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7800)

RATING

PAGE 1 OF 38 PAGES

2. CONTRACT NUMBER

IBC: 306-1-00-12-00546-00

Order: AID-306-TO-13-00002

3. SOLICITATION NUMBER

SOL-306-000045

4. TYPE OF SOLICITATION

SEALED BID (IFB)

NEGOTIATED (RFP)

5. DATE ISSUED

SEE BLOCK 28

6. REQUISITION/PURCHASE NUMBER

REQ-306-12-000114

7. ISSUED BY

CODE

OFFICE OF ACQUISITION AND ASSISTANCE
USAID/AFGHANISTAN

8. ADDRESS OFFER TO (If other than item 7)

GREAT MASSOUD ROAD
KABUL, AFGHANISTAN

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	PAUL MARTIN	AREA CODE	NUMBER	EXT.	pmartin@state.gov
		301	4901042	4884	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	37-38
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	7-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9-23	J		LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	24	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	25	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	26-29				
X	G	CONTRACT ADMINISTRATION DATA	30-31	L		INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	32-36	M		EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (90 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
--	----------------------	----------------------	----------------------	-------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	13054128	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
PERINI MANAGEMENT SERVICES, INC. 73 MT. WAYTE AVENUE FRAMINGHAM, MA 01701-9160				PAUL LLOYD SENIOR VICE PRESIDENT, OPERATIONS

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>	<i>Paul L Lloyd</i>	12-20-12

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
		306-SOAG-306-05-0005.00-5

22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
<input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 253 (c)		25

24. ADMINISTERED BY (If other than item 7)	25. PAYMENT WILL BE MADE BY	CODE
	Office of Financial Management USAID/Afghanistan U.S. Embassy, East Compound, Great Massoud Road	

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA	28. AWARD DATE
RALPH V. KOEHRING	<i>Ralph V. Koehring</i> (Signature of Contracting Officer)	12/21/2012

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

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

STANDARD FORM 33 (REV., 9-87)
Prescribed by GSA - Far (48 CFR) 53.214 (c)

Contents

PART I – THE SCHEDULE 7

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS..... 7

B.1 PURPOSE..... 7

B.2 CONTRACT TYPE..... 7

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT 7

B.4 BUDGET 8

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES 9

C.1 PURPOSE AND PROGRAM WORK LOCATIONS 9

C.2 PROGRAM CONTEXT AND BACKGROUND 9

C.2.1 Afghanistan’s Agriculture Sector 9

C.2.2 MAIL and the Directorate of Irrigation 11

C.2.3 Strategic Linkages 11

C.2.4 Relevant Donor Activities 12

C.3 SCOPE OF WORK 14

C.3.1 Program Components 14

C.3.2 Gender Requirements..... 19

C.4 PROGRAM ESTABLISHMENT..... 19

C.4.1 Management Approach 19

C.4.2 Modalities for Working with MAIL and On-budget Program..... 20

C.4.3 Mission and Program Objectives, Linkages, Results and Indicators 21

C.5 MONITORING AND EVALUATION PLAN 21

C.6 SELECTED REFERENCES 22

SECTION D PACKAGING AND MARKING..... 24

D.1 BRANDING STRATEGY 24

SECTION E INSPECTION AND ACCEPTANCE 25

E.1 INSPECTION AND ACCEPTANCE 25

E.2 MONITORING AND EVALUATION PLAN 25

PART II-CLAUSES 26

SECTION F DELIVERIES OR PERFORMANCE 26

F.1	PERIOD OF PERFORMANCE.....	26
F.2	PLACE OF PERFORMANCE.....	26
F.3	DELIVERABLES.....	26
F.4	LEVEL OF EFFORT.....	27
F.5	PERFORMANCE STANDARDS.....	27
F.6	PROGRESS REPORTING REQUIREMENTS.....	28
F.7	KEY PERSONNEL.....	29
	SECTION G CONTRACT ADMINISTRATION DATA.....	30
G.1	ADMINISTRATIVE CONTRACTING OFFICE.....	30
G.2	CONTRACTING OFFICER’S REPRESENTATIVE (COR).....	30
G.5	PAYING OFFICE.....	30
G.3	ACCOUNTING AND APPROPRIATION DATA.....	31
G.4	CONTRACTOR’S PRIMARY POINT OF CONTACT.....	31
G.5	CONTRACTOR’S PAYMENT ADDRESS.....	31
	SECTION H: SPECIAL CONTRACT REQUIREMENTS.....	32
H.1	AUTHORIZED GEOGRAPHIC CODE.....	32
H.2	REPORTING OF FOREIGN TAXES (July 2007).....	32
H.3	FRAUD REPORTING.....	32
H.4	CONSENT TO SUBCONTRACTS.....	33
H.5	VETTING.....	33
	SECTION I: CONTRACT CLAUSES.....	37
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	37
I.2	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	37
	CLAUSES IN FULL TEXT.....	37
52.217-8	OPTION TO EXTEND SERVICES (NOV 1999).....	37
I.3	COMMUNICATIONS PRODUCTS (OCT 1994).....	38
I.4	INTERNATIONAL TRAVEL APPROVAL.....	38

ACRONYMS

AD	Alternative Development
ADB	Asian Development Bank
ADS	Automated Directives System
AGRED	Afghan Agriculture Research and Extension Development Program
AGS	Afghanistan Geological Survey
AIDAR	Agency for International Development Acquisition Regulations
AIF	Afghanistan Infrastructure Fund
AO	Assistance Objective
APO/FPO	Army Post Office / Fleet Post Office
AREU	Afghan Research and Evaluation Unit
ASNF	Afghanistan Special Narcotics Force
BIP	Branding Implementation Plan
CAS	Cost Accounting Standard
CBCMP	Capacity Building and Change Management Program
CCN	Cooperating Country National
CCR	Central Contractor Registration
CDC	Community Development Council
CFDA	Catalog of Federal Domestic Assistance
CFR	Code of Federal Regulations
CIB	Contract Information Bulletin
CJTF	Afghan Criminal Justice Taskforce
CM	Change Management
CNPA	Counter Narcotics Police of Afghanistan
CNT	Central Narcotics Tribunal
CO	Contracting Officer
COP	Chief of Party
COR/ACOR	Contracting Officer's Representative / Alternate Contracting Officer's Representative
CPFF	Cost-Plus Fixed Fee
CST	Contractor Salary Threshold
D&B	Dun and Bradstreet, Inc.
DAIL	Directorate of Agriculture, Irrigation, and Livestock
DBA	Defense Base Act
DCOP	Deputy Chief of Party
DEA	Drug Enforcement Agency
DEC	Development Experience Clearinghouse
DOD	Department of Defense
DOJ	Department of Justice
DOS	Department of State
DQA	Data Quality Assessment
DUNS	Data Universal Numbering System
EIRP	Emergency Irrigation Rehabilitation Program
EFT	Electronic Funds Transfer
EPCRA	Emergency Planning and Community Right-to-Know Act of 1986
FAO	Food and Agriculture Organization of the United Nations
FAR	Federal Acquisition Regulation
FAPIS	Federal Awardee Performance and Integrity Information System
FEWS-NET	USAID Famine Early Warning Systems Network
FFP	Firm Fixed Price
GIRoA	Government of the Islamic Republic of Afghanistan
GIS	Geographic Information System

GL	Grant Letter
IA	Irrigation Association
ID	Identification
IDEA-NEW	Incentives Driving Economic Alternatives – North, East, West
IFB	Invitation for Bid
ILG-NRMP	Improved Livelihoods and Governance through Natural Resources Management Program
INL	International Narcotics and Law Enforcement Affairs
IR	Intermediate Result
IRDP	Irrigation Restoration and Development Project
IRS	Internal Revenue Service
IWMP	Afghanistan Irrigation and Watershed Management Program
IWRM	Integrated Water Resources Management
JICA	Japan International Cooperation Agency
LOE	Level of Effort
LOP	Life of Project/Program
MAIL	Ministry of Agriculture, Irrigation, and Livestock
MEW	Ministry of Energy and Water
M&E	Monitoring and Evaluation
MOU	Memorandum of Understanding
MP	Marketing Plan
NASA	National Aeronautic and Space Administration
NDAA	National Defense Authorization Act
NGO	Non-Governmental Organization
NIH	National Institute of Health
NIU	National Interdiction Unit
OAA	Office of Acquisition and Assistance
OAG	Office of Agriculture
OEGI	Office of Economic Growth and Infrastructure
OFAC	Office of Foreign Assets Control
ORCA	Online Representation and Certification Applications
OSM	On-Site Monitor
PMP	Performance Monitoring Plan
PI	Public Information
PO	Performance Objective
PPA	Pollution Prevention Act of 1990
PPIRS	Past Performance Information Retrieval System
RADP	Regional Agriculture Development Program
RBA	River Basin Agency
RBC	River Basin Council
RFP	Request for Proposal
RC	Regional Command
SCW	Supreme Council for Water Affairs Management
SIR	Sub-Intermediate Result
SO	Strategic Objective
SF	Standard Form
SPOT	Synchronized Pre-Deployment and Operational Tracker
TCN	Third Country National
US	United States
USACE	United States Army Corps of Engineers
USAID	United States Agency for International Development
USAID/W	United States Agency for International Development / Washington Office
USDA	United States Department of Agriculture

USFOR-A	United States Forces – Afghanistan
USG	United States Government
USGS	United States Geological Survey
WCS	Wildlife Conservation Society
WRDIP	Water Resources Development Investment Program
WUA	Water User Association

PART I – THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The goal of IWMP is to expand and strengthen Afghan government and community-level capacity to better manage water resources to improve agricultural production and productivity.

B.2 CONTRACT TYPE

This is Cost Plus Fixed Fee Term Task Order. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E, based on the Scope of Work (SOW) found in Section C.

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

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is . The fixed fee is . The estimated cost plus fixed fee is estimated to be \$129,963,114 over the five years period subject to availability of funds.

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

(c) Funds obligated hereunder are anticipated to be sufficient through approximately .

B.4 BUDGET

Description	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Total Direct Labor						
Salary and Wages						
Fringe Benefits						
Travel, Transportation, and Per Diem						
Procurement						
Equipment and Supplies						
Communications						
Subcontracts/Consultants						
Allowances						
Direct Facilities Cost						
Other Direct Cost						
Direct Contract Expenditures						
Security						
Grants Under Contract (GUC)						
Indirect Costs (G&A)						
Total Estimated Cost						
Fixed Fee (excludes GUC)						
Total Est. Cost plus Fee						

See Section H.4 Consent to Subcontracts for a list of approved subcontractors.

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

Title: Irrigation and Watershed Management Program (IWMP)

C.1 PURPOSE AND PROGRAM WORK LOCATIONS

The goal of IWMP is to expand and strengthen Afghan government and community-level capacity to better manage water resources to improve agricultural production and productivity. IWMP will pursue this goal through four components:

1. **Governance and capacity building:** Develop and strengthen an enabling environment for sustainable, integrated agricultural water resources management;
2. **Water supply management:** Improve resiliency and sustainability of the water supply for agricultural production;
3. **Water demand management:** Improve efficiency and equitability of water demand management in agricultural systems; and,
4. **MAIL implementation of on-budget irrigation and watershed management activities:** Improve MAIL's capacity to design, execute and monitor activities to complement the IWMP.

The contractor will implement IWMP in partnership with the Ministry of Agriculture, Irrigation and Livestock (MAIL,) and conduct training and capacity building activities at both the central ministry and sub-national levels. The Contractor will work directly with MAIL to improve their capacity to effectively implement Afghanistan's water law, and to design and implement irrigation and watershed management activities at the community level. In particular, the Contractor will design and implement model activities in two river basins in Afghanistan in order to practically demonstrate effective watershed and irrigation system management activities.

The Contractor shall build MAIL and provincial-level DAIL capacity in institutional policy development for water management at MAIL, effective inter-ministerial cooperation on water issues, and shall propose and implement activities based on best practices in watershed management, irrigation, on-farm water management practices.

The Contractor will also provide input into the design, and support implementation of an on-budget program that will complement IWMP. As required by MAIL, the contractor will support MAIL's capacity to design, procure and implement on-budget programming through the Directorate of Irrigation and other supporting departments.

C.2 PROGRAM CONTEXT AND BACKGROUND

C.2.1 Afghanistan's Agriculture Sector

The majority of Afghanistan's poor live in rural areas, and are overwhelmingly dependent on natural resources for their livelihoods, in particular, on soils, water and forests. Agriculture is the mainstay of food security and income for the majority of the rural population, with approximately 80 percent of Afghans dependent wholly or in part on agriculture for their livelihoods.

According to the Afghanistan Statistical Yearbook (2009-2010) on land use, only 12 percent (7.8 million hectares) of Afghanistan's 65 million hectares of land is classified as arable. In addition, the total amount of irrigated land in Afghanistan has declined from a high of 3.2 million hectares in the 1970s to about 1.8

million hectares at present (23 percent of the arable land in the country.) Inadequate water supply on irrigated lands and in rainfed and rangeland areas has constrained productive potential of Afghanistan's agriculture sector. Overall, national agricultural production declined by an average of 3.5 percent per year between 1978 and 2004, with 50 percent of the livestock herd being lost between 1997 and 2004 during a significant drought. War and civil strife have left Afghanistan's irrigation infrastructure (both formal and traditional) in disrepair, reducing productive capacity by 50 percent or more. Rainfed crop yields are much lower than those in irrigated areas. For example, irrigated wheat yields in Afghanistan have averaged a little over 3 tons per ha with normal precipitation and about 2.3 tons per ha in drought years. Non-irrigated wheat yields, in turn, have reached only an average of 1.5 tons per ha in years with normal precipitation, and approximately 0.5 tons per ha in drought years.

Several problems exist with respect to optimizing water use in agriculture in Afghanistan. First, there is *insufficient supply* of available water for agricultural production. Although the country's climate is considered arid or semi-arid in many places, Afghanistan is not a 'water scarce' country according to established thresholds for per capita availability of total renewable water resources.¹ Yet, the extremely wide variability in the spatial and temporal distribution of available water resources effectively has led to many parts of the country experiencing significant water shortages, especially to support agriculture and rural livelihoods. Lack of sufficient supplies of water for agriculture has been linked primarily to lack of man-made water storage or diversion schemes to bring additional water to existing and new irrigated systems.² On non-irrigated lands, the failure to capture efficiently and make use of available rainfall likewise constrains agricultural productivity. Infrastructure investments made for agricultural water supply are at risk from poor upper watershed management that increase sediment loads and contribute to flooding downstream. .

Secondly, there is *inefficient use* due to waste on the demand side of water use in agricultural systems, starting with the poor design and condition of conveyance systems in irrigated agriculture, e.g., broken intakes or unlined distribution canals, leading to significant losses of available water to farmers.³ Once water reaches the farm, highly inefficient management and application of irrigation water leads to significantly reduced productivity at the field level, estimated to be only 25 percent of potential by some analysts.

Finally, efforts to optimize both water supply and water demand in agriculture in a sustainable and integrated way, are severely constrained by the *institutional weaknesses* in the GIRoA's enabling environment including water resources strategic planning, policy development, project design and implementation, and agricultural water management. These institutional capacity gaps are particularly pronounced at the local and community levels where much, if not most, of the actual control over water resources actually resides. While there has been some movement towards reform of the legal and institutional framework surrounding both agricultural productivity and water resources management, there is a lack of technical and managerial capacity to roll out desired reforms, both nationally and at a decentralized level. A dearth of sound data and information about hydrological resources and their use in agriculture severely limits the ability for long-range planning or systematic development of policies at multiple levels. Likewise, there are significant gaps in the knowledge base regarding productive practices, technical approaches, and innovations suitable for the Afghan context to optimize agricultural

¹ Data regarding the actual amount of land under various forms of productive use are outdated and extremely variable across sources, with no definitive or consistent figures available in most cases. The statistics cited in this RFTOP are in the range most commonly reported by the Government of Afghanistan and others, but should be considered approximate. The per capita availability of total renewable water resources in Afghanistan is estimated at about 2389 cubic meters (m³) per year, well above the threshold of 1700 m³/person/year to be considered water stressed, or 1000 m³/person/year to be considered water scarce.

² Afghanistan has been investing in large dams and irrigation systems since 1946 with the Arghandab Dam, the Kajakai Dam, and the Helmand Arghandab Valley Authority, and has continued with the Darunta Dam, the Nangarhar Valley Authority and others. Since 2001, some work has been done to rehabilitate these existing large dam/ reservoir storage systems. There have also been many proposals for additional dam building, but none of these have been financed to date, and none are expected to come on line anytime soon.

³ Estimates range from 30-50 percent of water "lost" in these conveyance systems, while at the same time recognizing that considerable evidence shows that much of this water does, in fact, return to the system to be used by downstream users.

water use, and a weak institutional structure for extension and capacity-building to disseminate best practices and new scientific findings. In particular, political control and capture of available resources contributes to *inequitable access* including those closer geographically to water sources (“head users.”) Therefore, Afghan political and social leadership is needed to resolve water disputes in order to enhance the productive capacity and benefits for all users along key water systems.

The challenges of water supply and water-demand must be effectively and jointly addressed in order to fulfill the potential for increased agricultural productivity and growth in Afghanistan. A solid and strong enabling institutional environment for agricultural water development and management will provide the necessary foundation to address current challenges and lay the groundwork for future sustainable, resilient, and effective management of water resources for agriculture. This approach, combined with community based conflict resolution activities supported by MAIL, will improve water management and productivity in Afghanistan.

C.2.2 MAIL and the Directorate of Irrigation

MAIL has an estimated 9,000 employees nationwide. Progress has been made in recent years to recruit top management, engaging contracted local professional staff in key directorates, improving organizational structure, including in the areas of policy and planning, human resource development and administration. However, MAIL still suffers from significant gaps in capacity at both the headquarters and regional level, and the Directorate of Irrigation is particularly understaffed and unprepared to engage in its role in agricultural water management.

An internal review of MAIL’s management systems indicates that in general it has been working (with donor assistance) to improve its financial management, procurement, and human resource management systems. However, its technical capacity remains weak. Specifically the capacity to gather data and analyze policy problems, coordinate across public and private sector actors to address policy problems, design programs and bring resources to bear to deliver services, and monitor and evaluate results remain serious concerns for international partners working with MAIL to address agricultural development challenges.

C.2.3 Strategic Linkages

IWMP is fully aligned with the Government of the Islamic Republic Of Afghanistan (GIROA)’s National Priority Program 1, *National Water and Natural Resource Development*, Component 1, *Water Resources and Irrigation Development*, and Component 2, *Environmental Conservation*, Sub-Components, *Natural Resource Management*, and *Development of Renewable Energy*. It also is aligned with the objectives of Afghanistan’s National Agricultural Development Framework, specifically agricultural production, productivity and natural resource management. The program will support the US Government agricultural strategy for Afghanistan by contributing to building a sustainable, thriving agricultural economy through improved agricultural productivity, natural resource management, and improved irrigation.

IWMP contributes to the US Government Afghanistan Agricultural Assistance strategy of improving food security, increasing agricultural employment, and improving agricultural household livelihoods. IWMP will support USAID’s Afghanistan Agricultural Research and Extension Program (AGRED) designed to improve research and extension systems, and the planned Regional Agricultural Development Programs (RADP) designed to promote production and marketing of staple wheat and high value fruit, vegetable and livestock products. In addition, the USDA Capacity Building and Change Management Program works directly with the MAIL and the DAILs to build institutional and administrative capacity, including the ability to manage on-budget program funding.

C.2.4 Relevant Donor Activities

US Agency for International Development (USAID)

- Incentives Driving Economic Alternatives - North, East, West (IDEA-NEW): IDEA/NEW is a five-year project implemented by Development Alternatives, Inc. The project seeks to provide incentives for sustainable growth of the licit agricultural economy, working in collaboration with national, provincial, and district level government offices to increase agricultural production, rural enterprise and related infrastructural development, access to financial services, and overall value-chain development and integration for key regional industries. IDEA-NEW has engaged in a number of water-related activities, including irrigation rehabilitation and small water impoundments in various locations through the Community Constructed Infrastructure component of the program.
- Improving Livelihoods and Governance through Natural Resource Management in Afghanistan (ILG-NRMP): This project, implemented by the Wildlife Conservation Society (WCS), operates in two specific areas, Bamyan Province, and the Wakhan corridor in Badakhshan, and has initiated pilot efforts in watershed management and restoration.
- Afghanistan Agricultural Research and Extension Development (AGRED): AGRED is intended to support research and capacity development in the agricultural sector and improve extension services in partnership with MAIL's Directorates of Extension and Research. The program is expected to begin implementation late in 2012.
- Technical Assistance – Ministry of Energy and Water: USAID's Office of Economic Growth and Infrastructure (OEGI) provides technical support to the Supreme Council for Water Affairs Management (SCW) to assist in inter-ministerial coordination in the water sector through placement of an embedded technical expert at the Ministry of Energy and Water. In addition, the program supports enhanced donor coordination.

United States Department of Agriculture (USDA)

- Capacity Building & Change Management Program (CBCMP): The CBCMP is a four-year project designed to strengthen the capacity of MAIL to manage donor and government funds, and introduce a program of change management to build the overall capacity of MAIL. CBCMP is divided into two components: (1) Grants and contracts management services, working to build MAIL's capacity to manage GIROA and donor funds for the agriculture sector; and (2) Change management, building MAIL's capacity to provide technical assistance to the agriculture sector, focusing on specific priority Directorates. To date, CBCMP has worked with MAIL's finance, human resources, and administration departments to significantly improve systems and processes. In addition, CBCMP hires Senior Provincial Management Specialists (SPMS) that work with selected provinces to strengthen DAIL capacities, including Balkh Province.

US Army Corps of Engineers (USACE)

- Watershed/Small Dam Assessments: In collaboration with the USAID/OEGI office, USACE completed watershed assessments for the northern, eastern, and southern provinces of Afghanistan based on high-resolution satellite images, digital elevation models, available spatial data, the assistance of regional experts, the authors' in-country experience, on-site observations, and publications. Over 100 potential dam sites have been identified thus far, primarily for irrigation water storage and for potential run-of-river hydropower.

US Forces – Afghanistan (USFOR-A)

- Afghan Infrastructure Fund (AIF): The AIF was created in 2010. It allows the USG, in consultation with GIRoA, to execute high-priority, medium to large-scale infrastructure projects supporting the civilian-military campaign plan. Projects for FY 2012 were submitted and reviewed; all funds have been committed. Prioritized projects include Dahla Dam and irrigation repairs to Kajaki Dam.

US Geological Survey (USGS)

- Scientists with the USGS have worked collaboratively with the Afghanistan Geological Survey (AGS) and the Afghanistan Ministry of Energy and Water (MEW) to compile hydro-geologic data on Afghanistan's water resources, and to develop data-collection networks necessary for the understanding and management of these resources.

World Bank

- Irrigation Restoration and Development Project (IRDP): The World Bank has designed a US\$150 million program to build upon and scale up activities supported under the previous Emergency Irrigation Rehabilitation Project (EIRP). The rehabilitation of irrigation infrastructure component would support the rehabilitation of medium and large irrigation schemes covering a total irrigated area of about 300,000 hectares and benefitting approximately 230,000 households.
- On-Farm Water Management: As a companion program to the new IRDP initiative, in 2011 the World Bank is also launching a new approximately US\$40 million program to assist farmers to adopt improved farm practices that increase agricultural productivity by enhancing the efficacy of irrigation water used for raising crops in conjunction with other farm inputs. The project also seeks to strengthen MAIL's capacity in on-farm water management at the national, provincial and district levels in the project areas.

Asian Development Bank (ADB)

- Water Resources Development Investment Program (WRDIP): The approximately US\$300 million, ten-year (2010-2020) WRDIP focuses on: (i) the rehabilitation and upgrading of existing, and development of new irrigation and water resources infrastructure; (ii) flood management infrastructure; (iii) institutional strengthening; and (iv) capacity building for key staff throughout the sector. The first tranche of funding for the project (\$90 million) will be used for rehabilitating and upgrading irrigation infrastructure in the Northern River Basin, development of a river basin agency (RBA) and Water Users Associations (WUAs) for water management, as well as the development of flood protection infrastructure along the Amu Darya River. The program will also support the rehabilitation and upgrading of irrigation infrastructure in the Nangarhar Valley Development Authority.
- Western Basins Water Resources Management Project: This US\$75 million project (2006-2013) strives to improve rural livelihoods through strengthened integrated water resources management (IWRM); improved irrigation service delivery; and enhanced agricultural practices to increase the productivity of irrigated agriculture in the western basins of Afghanistan.

European Commission

- Panj-Amu River Basin Program: Building on a successful multi-year effort in the Kunduz River Basin (Kunduz River Basin Project 2004-2009), the European Commission has recently committed additional resources to extend that work to the broader management of the Panj-Amu River Basin in the northeast of Afghanistan. Total funding since 2004 has reached approximately US\$123 million. The effort's overall objective is to support the sustainable protection and equitable management of water and land resources across the basin to support poverty alleviation and sustainability. The project has provided a model for the IWMP.

Japan

- Over the next five to ten years, the Japan International Cooperation Agency (JICA), plans to focus its assistance in four main areas including: water resources development and management; government capacity building; increased agricultural productivity; and the diversification of farming systems and promotion of value-added agriculture. At present they are involved in a project to improve irrigation systems and construct micro-hydropower facilities in Kabul and Bamyan Provinces through FAO. JICA also introduced improved techniques for a rice farming project in Nangarhar (September 2007 – March 2011) and may expand the program into other areas.

C.3 SCOPE OF WORK

The MAIL/DAIL Technical Capacity Building component will be implemented by the contractor. MAIL will implement activities under Component #2 Water Supply and Component #3 Water Demand activities and technical support will be provided by the contractor under component #1. For the first two years as MAIL builds its capacity the contractor will conduct field activities under components #2 and #3 in support of building MAIL technical capacity at field level by implementing model activities designed to demonstrate best practices in irrigation and watershed management. The model activities implemented in the targeted sub-basins will be the practical competency based learning opportunity for MAIL where they will be able to put the "Water Law" into practice. By project year number three MAIL will ideally plan, budget and implement all component #2 and #3 activities. MAIL water supply and demand projects will expand rapidly during five years of IWMP and provide sufficient practical experience in planning, budgeting, and project implementation that this process will be completely institutionalized in MAIL by the end of the project.

Experience in Afghanistan confirms the need for a comprehensive, integrated strategy, with considerable opportunity to increase the efficiency and effectiveness of agricultural water use across various agricultural production enterprises and agro-ecosystems. In some areas, there may be a need to make targeted investments in increased water storage and/or irrigation infrastructure. In regions of Afghanistan where agricultural production is primarily rainfall dependent, better management of the available soil moisture in plant root zones will be an important water management component for increasing crop yields and grazing land production. An integrated approach for agricultural water is required to realize the greatest efficiency of resources starting with the upper watershed, and continuing through to the productive agricultural systems in the middle and lower basin.

C.3.1 Program Components

COMPONENT ONE – GOVERNANCE AND CAPACITY BUILDING

The Contractor shall build the capacity of MAIL to scale-up of best practices in irrigation and watershed management for agriculture. The IWMP will work to increase the collaboration between MAIL and the Ministry of Energy and Water (MEW) through the Supreme Council for Water Affairs Management (SCW), at all levels. Model activities implemented in the north and the east of the country will further serve as practical capacity building opportunities for MAIL and other GIRoA institutions to work together

to understand how to apply policy and benefit Afghans at the community level through best practice in watershed management.

The Contractor will support capacity-building of MAIL and its sub-national representatives to implement recent reforms of national level law, policy, and institutions related to the more productive use of water in agriculture. MAIL has limited trained personnel and institutional capacity to carry out its mandates related to irrigation planning, rehabilitation, expansion and management; on-farm water use; rainfed agricultural management; watershed restoration and protection; rangeland and livestock management; or research and extension related to agricultural water use.

IWMP will utilize a broad range of different approaches and modalities for capacity building including long-term and short-term technical training, mentoring and on the job training, and practical demonstration of skills through program design, procurement, implementation and monitoring.

Component #1 Deliverables:

Component 1: Governance and capacity building: *Develop and strengthen an enabling environment for sustainable, integrated agricultural water resources management.*

1. Objectives:

- (1) Implement effective planning, decision-making and management of water for agricultural productivity in the targeted sub-basins, based on sound information/data through establishment of at least two functional River Basin Agencies, five River Basin Committees, and thirty-five Water Users Associations;⁴ 350 labor-intensive small infrastructure projects completed. 9,000 labor-intensive short term jobs created.
- (2) Improve information and analysis for long-term planning and decision-making about agricultural water resource use. 60,000 households benefitted by agricultural interventions in targeted areas.
- (3) Increase area irrigated in targeted geographic region by 20 percent through improved planning for irrigation and agricultural water resources management.⁵ 11,000 individuals receive irrigation related short-term training.
- (4) Enhance inclusion of traditionally marginalized groups in targeted river basins by establishing five Kuchi livestock watering stations in the Balkh Watershed.
- (5) Ensure women are represented in the Water Users Associations through active gender appropriate engagement.

2. Outputs:

- (1) Operational relationships between MAIL and MEW established.
- (2) Institutional strengthening of MAIL at the National Level in Integrated Water Resource Management (IWRM) occurs.
- (3) Institutional Strengthening at the Regional/District level in Integrated Water Resource Management (IWRM) in the Balkh Basin and in one basin in Regional Command-East occurs.
- (4) Development of a MAIL monthly agricultural report that uses meteorological data analysis to inform rainfed and irrigated producers of the impact of weather events on agricultural production.
- (5) Public water management and use outreach and information campaigns in the North and East using television, radio, and educational materials for schools that can be adopted nationally by GIRoA/MAIL carried out.

3. Inputs:

⁴ The Water Law as published in the Ministry Justice Official Gazette No. (980), 26 April 2009

⁵ ASIAN DEVELOPMENT BANK JFPR: AFG 38096, BALKH RIVER BASIN INTEGRATED WATER RESOURCES MANAGEMENT, 1929 formal apportionment of water from the Balkh River. pg. 6

- (1) The contractor provides a “Capacity Building Advisor” to conduct the initial assessment and plan an effective capacity building program at MAIL.
- (2) Senior Agriculture and Water Policy Advisor, and Water Rights Advisor identify essential enabling environment related policy weakness and plan an effective strengthening program.
- (3) Planning, budgeting, and implementation training implemented for the MAIL irrigation department.
- (4) A Gender advisor develops an effective program that includes women in all aspects of IWMP and also addresses their issues of inclusion.
- (5) Capacity assessments conducted for MAIL Directorate of Irrigation and Balkh River DAIL.
- (6) Capacity building plan implemented based on identified needs and assessment of capacity assessment.

COMPONENT 2: WATER SUPPLY MANAGEMENT – A FIELD-BASED APPROACH

In the technical proposal, the Offeror will propose a realistic approach to model supply activities in the watersheds within the Northern River Basin which will demonstrate the overall program concept of upper watershed to farm water management and also has at its core capacity building of MAIL at the sub national and national levels. This approach will then be adopted in a target basin in region east in the third and fourth years of the program. In choosing the communities and areas to be targeted within the river basins the Contractor will take into account a range of factors including available water resources, food security considerations, commercial agriculture opportunities, planned and existing activities of other donors and security. Expanding surface water storage for irrigation to provide a regulated supply that will increase the number of irrigated hectares, and/or intensify the production on areas that are currently equipped for irrigation but are lacking sufficient water supplies. Some criteria to be considered in the selection of target communities may include:

- Existence of water-related disputes that constrain agricultural productivity;
- Opportunities to increase the productivity of water use in agriculture on both the supply side and demand side;
- Presence of a mixture of rainfed and irrigated agriculture systems that could benefit from water productivity interventions;
- Mixture of cereal (e.g., wheat), livestock, and higher value crop production opportunities, and identified value chains that could benefit from improved water use management;
- Presence of degraded upstream watersheds presenting a threat to downstream irrigation systems from high rates of sedimentation and flooding;
- Significant stakeholder populations in the upper watershed as well as the lower irrigated area;
- Opportunities to enhance food security and employment by enhancing equitable irrigation water distribution;
- Collaborative/receptive Provincial/District government partners and community leaders;
- Potential to leverage/build on other donor investments; and
- Alignment with GIRoA priorities;

Component #2 Deliverables:

Component 2: *Improve resiliency and sustainability of the water supply for agricultural production.*

1. Objectives:

- (1) Increased crop productivity on 95,000 hectares in the Balkh River Basin with access to reliable irrigation supply.
- (2) Existing irrigation conveyance systems rehabilitated, resulting in increased in productivity per hectare in which 34,000 farmers benefit from improved irrigation techniques.

- (3) Expanded water storage capacity of 40,000 hectares brought into improved natural resource management.

2. Outputs:

- (1) Development of new small to medium scale water storage facilities and conveyance systems for expanded irrigated agriculture.
- (2) Promotion of more effective management in rainfed and livestock agriculture.
- (3) Watershed restoration and improved management increases the stability and resiliency of soil and water resources for agriculture.

3. Inputs:

- (1) Senior Civil Engineer, Forestry Advisor, Senior Irrigation Systems Advisor, and the Gender Advisor provide advice and planning support to MAIL as they develop a sustainable water supply expansion program.
- (2) Public outreach and information campaigns using television, radio, educational materials for schools, and training materials encourage wider dissemination of Watershed Rehabilitation and On Farm Water Management best practices.
- (3) Model water supply activities serve as the practical training ground for MAIL/DAIL, River Basin Agencies (RBA), River Basin Councils (RBC), and Irrigation Authorities (IA).
- (4) Collaborative community based approach promotes sustainable watershed rehabilitation including short term activities such as rangeland and forestry projects including rehabilitation and installation of water catchments in target communities.

Component 3: Improved Management of Water Demand in Agricultural Systems

Increasing agricultural production in Afghanistan requires more efficient distribution of water for crops and animals. IWMP will take a multi-pronged approach to “On Farm” water management for agriculture. There is a significant amount of water wasted in Afghanistan’s irrigation networks due to over watering of crops that could easily be saved for productive agricultural use. Estimates have varied, but the current efficiency of irrigation conveyance systems is somewhere in the range of 25%, leaving considerable room for improvement.

Component #3 Deliverables:

Component 3: *Water-demand management in agricultural systems improved.*

1. Objectives:

- (1) On-farm-water conservation and management practices improved, resulting in increased in productivity per hectare with 275 communities implementing improved natural resource management practices in RC-N and RC-East.
- (2) Improved soil-moisture retention and rainfall water management measures, resulting in increased rainfed agricultural productivity/hectare.
- (3) Rainfed farmers know how to use water harvesting techniques, deep cultivation, contour cultivation, and summer fallow techniques to manage “on farm” water.
- (4) Improved ability of communities residing around targeted river basins to collaborate, manage, and engage in decision-making activities relating to integrated water resources management for agricultural production; 200 new water user associations in the model areas using the “Crop Water Demand” system to manage water in their river basin.
- (5) Improved hillside stabilization, vegetative restoration, stream-bank stabilization, flood prevention, and erosion control in upper watersheds targeted by the program.

2. Outputs:

- (1) Rehabilitation of existing irrigation distribution systems to reduce water losses.
- (2) Application of state of the art “On Farm” water management practices to maximize crop production per unit of water applied or received in rainfall.

- (3) Introduction of low-cost efficient irrigation technologies (e.g., drip, sprinkler) where it is economically viable.

3. Inputs:

- (1) Rainfed agricultural expert, rangeland and forage advisor, senior on farm water management advisor and gender advisor designs water demand management activities.
- (2) Mapping and analysis of sub-basins effectively targets rehabilitation activities in the watershed and irrigation distribution systems.
- (3) Remote sensing and mapping technology established in MAIL offices in order to demonstrate to MAIL how to manage available water in target sub-basins.
- (4) Community-based approach strengthens water-sharing agreements to insure equitable water distribution in the entire sub-basin irrigation system.
- (5) “On Farm” “Crop Water Demand” driven water management training manual and extension materials developed in Dari and Pashto, and a web-based system developed for MAIL.
- (6) Model water supply demand demonstrations serve as practical training sites for MAIL/DAIL, River Basin Agencies (RBA), River Basin Councils (RBC), and Irrigation Authorities (IA).
- (7) Low-cost irrigation technologies demonstrated in RC-North and RC-East including promotion of the system with DAILs and farmer input suppliers.

COMPONENT FOUR: MAIL implementation of on-budget irrigation and watershed management activities

A program will be implemented for on budget support in which MAIL may be provided funding of up to \$100 m over 5 years to improve irrigation and watershed management issues nationwide. The funding may include support for innovative water and supply demand activities. This may include operational costs, supplies and equipment that are directly linked to the implementation of on-budget programs within US policies, including prohibition on topping up or otherwise providing salary additions. This may include installation, repair of physical infrastructure, monitoring and evaluation of water supply and demand activities.

The contractor is responsible for developing the MAIL/DAIL Irrigation Department into a functional and sustainable department. The Minister and Deputy Minister should provide a confirming letter that spells out the competencies that are necessary.

Component #4 Deliverables:

Component 4: *Improve MAIL’s capacity to design, execute and monitor activities to complement the IWMP.*

1. Objectives:

- (1) Design an on-budget program of up to \$100 M over 5 years, including detailed budget, activities, monitoring and evaluation program, including a LOP MAIL/IWMP workplan and first year MAIL/IWMP workplan.
- (2) Provide technical, administrative and related support for successful implementation by MAIL of the on-budget activity.
- (3) Improved on and off-budget linkages through establishment of an Advisory Board.

2. Outputs:

- (1) MAIL/DAIL transition plan completed.
- (2) HR department strengthened and all capacity improvements captured in a competency based staff development tracking system.
- (3) Dispute resolution unit fully functional and model area water disputes resolved and dispute resolution competencies developed.
- (4) First year IWMP MAIL/DAIL workplan, budget, staffing plan, and implementation plan completed.

3. Inputs:

- (1) Development of a transition plan for MAIL implementation of Components 2 and 3.
- (2) Completion of MAIL/DAIL Organizational Chart with position descriptions, annual work plan, and annual budget.
- (3) Development of MAIL/DAIL staff improvement plan.
- (4) Development of a dispute resolution unit within MAIL/DAIL and initiation of efforts to resolve water disputes in the model area.
- (5) Strengthened MAIL/DAIL ability to lead strategic water resource project design, planning, and implementation in model area.
- (6) Technical support provided for MAIL/DAIL to develop an annual IWMP work plan, budget, and implementation plan.
- (7) Collaboration with the USDA change management project to strengthen finance and procurement departments.

C.3.2 Gender Requirements

For all IWMP activities gender shall be an underlying theme and analysis of how to include women in IWMP activities shall be completed and implemented. A gender analysis shall be completed by the Contractor in support of the overall program workplan within 45 days of the effective date of the contract.

The Contractor shall establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the contract/agreement supporting women and girls during each fiscal year of the contract/agreement. The Contractor will design activities that target women and girls within the scope of the IWMP.

Quarterly, monthly and annual reports for the program reporting will include on the following: 1) The total number of women and girls participating in and benefitting from the program; 2) Number of women in each district of implementation empowered through increased access to basic extension and advisory services, including access to knowledge and improved technologies and farm inputs; 3) Number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries; 4) Number of interventions resulting in increased participation of women in district level planning, project design and implementation; and, 6) Outcomes for women who have participated in farmers or women's group that collaborate with and benefit from IWMP interventions.

The Contractor shall also refer to USAID/Afghanistan's Mission-wide Performance Monitoring Plan (PMP) for the complete list of gender indicators in agriculture, agriculture sector employment, education and the economy. The Contractor shall include gender data into quarterly inputs to the Mission's Afghan Info database.

C.4 PROGRAM ESTABLISHMENT

C.4.1 Management Approach

USAID has designed IWMP to support its AID-effective programming which will be implemented by MAIL through funding provided directly to the Ministry. In support of building MAIL's capacity to develop policy and implement programs in support of improved agricultural water management, the Contractor will conduct all activities under each component of the program in partnership with MAIL and with component DAIL's in areas where model activities are carried out. The Contractor will work in partnership with MAIL staff to assess, design and implement activities under this task order. MAIL and other institutions should be actively involved at all stages of implementation including assessment, design, field implementation, monitoring, and evaluation.

C.4.2 Modalities for Working with MAIL and On-budget Program

The Contractor will negotiate requirements for office space within MAIL, lines of communication, and access to MAIL departments in Kabul. In addition to setting up a project office located at MAIL's facility in Kabul, the Contractor will establish a field office in Balkh to support the model program activities to be carried out in the Northern River Basin over two years. The field office will be co-located with the RBA or DAIL if possible.

As USAID releases funds to MAIL to implement on budget activities to MAIL that complement IWMP, the Contractor will, in consultation with MAIL and USAID, establish an advisory board to support the on budget program.

The advisory committee will serve primarily as a forum to review MAIL's workplan for on budget activities, issues related to procurement or financing of those activities, and presentation of quarterly monitoring and evaluation reports for ongoing activities. Tranches of funding for the on-budget program will be tied to workplans and benchmarks as agreed between USAID and MAIL through an implementation letter process. The Contractor will assist MAIL's Directorate of Irrigation in developing these workplans and will provide advice on how to develop benchmarks. The IWMP Contractor will be responsible for monitoring progress against the on-budget workplan and advising USAID of MAIL progress made against agreed program deliverables/benchmarks. The Contractor will also monitor engineering quality assurance and quality control, and environmental compliance requirements regarding any construction activities proposed and undertaken by MAIL.

The Contractor will support MAIL in finalizing financial arrangements, policies, procedures, and hiring processes required to implement on-budget programming. The Contractor may also support MAIL to use its own systems and on-budget funds to procure selective and limited equipment, software, or other assets

required to effectively carry out specific tasks related to policy setting, planning, or program management.

C.4.3 Mission and Program Objectives, Linkages, Results and Indicators

MISSION ASSISTANCE OBJECTIVES (AO), INTERMEDIATE (IR) and SUB-INTERMEDIATE RESULTS (SIR)	IWMP PROJECT (PO) OBJECTIVES AND RESULTS			
AO: A Sustainable, Thriving Agricultural Economy	PO: Increase agricultural productivity and income through more-efficient and sustainable management of water resources.			
IR: Increased agricultural sector employment and income as a result of USG Assistance	IR1: More effective communication with and increased access to improved technologies, knowledge, and education with emphasis on agriculture best practices by Afghan farmers	IR2: Improved human and institutional capacity of MAIL and DAIL		
SIR: Improved MAIL (DAIL) core administrative functions.		SIR2.1: Number of hectares irrigated based on crop water needs.	SIR2.2: Number of farmers using crop water requirements to determine irrigation timing.	SIR2.3: Number of hectares under improved natural resource management

C.5 MONITORING AND EVALUATION PLAN

Results for this program will be reported under USAID/Afghanistan’s **Assistance Objective 5: A Sustainable, Thriving Agricultural Economy**:

- IR 5.2: Improved natural resource management as a result of USG assistance
 - Sub-IR 5.2.1: Improved integrated water management

RESULTS AND INDICATORS

The table below outlines a framework of the minimum expected results and indicators for the IWMP. These indicators are required results and indicators for IWMP.

IWMP indicators and targets						
Expected Results	Indicator	Target FY 2012	Target FY 2013	Target FY 2014	Target FY 2015	Target FY 2016
1. Governance and the enabling environment for sustainable, integrated agricultural water resources management strengthened	Number of households benefitted by agriculture interventions in targeted areas					
	Number of individuals who have received agriculture-related short-term training					
	Number of labor-intensive short term jobs created					
	Number of labor-intensive small infrastructure projects completed through programs					
2. Resiliency and sustainability of water supply for agricultural production increased	Number of hectares under improved irrigation					
	Number of farmers using improved irrigation techniques					
	Number of hectares under improved natural resource management					
3. Water-demand management in agricultural systems improved.	Number of communities implementing improved natural resource management practices					
	Number of water user associations assisted					

The Contractor shall develop a detailed, focused Monitoring and Evaluation Plan (also known as a Performance Monitoring Plan or PMP), in close consultation with the USAID Contracting Officer's Representative. The Contractor shall report on performance monitoring progress quarterly. In addition, quarterly and annual project reporting will be required for this program. Project resources may be used to ensure high quality reporting. In particular, use of a Geographic Information System (GIS) may greatly help to illustrate program progress, and track program performance. A GIS with high quality imagery and skilled analysis will help to fully inform USAID of program activities and accomplishments, and help to identify implementation challenges, facilitating timely problem solving to address any identified challenges. The Contractor will also develop a program website, to be maintained by the Contractor for the life of the program.

[END OF SECTION C]

SECTION D PACKAGING AND MARKING

D.1 BRANDING STRATEGY

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

Program Name: Irrigation and Watershed Management Program (IWMP)

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

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

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

[END OF SECTION D]

SECTION E INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

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

E.2 MONITORING AND EVALUATION PLAN

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

[END OF SECTION E]

PART II-CLAUSES

SECTION F DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance of this task order is 60 months after the date of the Contracting Officer’s signature. See block 28 of the signature page.

F.2 PLACE OF PERFORMANCE

Performance of this task order will be Afghanistan.

F.3 DELIVERABLES

In addition to other required reports and deliverables in this task order, the Contractor shall deliver the following to the Contracting Officer’s Representative (COR). Items identified by an asterisk (*) shall also be submitted to the USAID Development Experience Clearinghouse (DEC), upon COR approval of final draft versions.

SUMMARY OF CONTRACT DELIVERABLES

DELIVERABLE	DESCRIPTION AND DUE DATE
Gender Analysis*	Within 45 days of the effective date of the contract, the Contractor will complete a gender analysis relevant to the program will be completed and submitted to USAID for review. The analysis will be conducted according to the requirements of ADS 201 and 203. The document will make recommendations regarding how women will be included in planned program activities and what indicators will be used to measure their participation and the impact of that participation.
Workplan	The Draft Workplan shall be submitted to the COR within 30 days of the effective date of the contract. The Contractor shall then work with USAID (at central and field platform levels) to finalize the document within 60 days of the effective date of the contract.
Performance Monitoring Plan and Baseline Data Collection	The Contractor, working with the COR, will submit to USAID a plan for collection of key baseline performance data within 15 days of the effective date of the contract. The Contractor will incorporate this plan into a full program Performance Monitoring Plan (PMP), to be submitted to the COR within 60 days of the effective contract date.
MAIL Staffing Assessment	To be submitted within 90 days of the effective contract date.
Training and Staff Development Plan	To be submitted within 6 months of the effective date of the contract.
Public Relations, Communications and Outreach Strategy	The Public Relations, Communications and Outreach Strategy will be submitted to the COR within 45 days of the effective contract date. This plan will be incorporated into the project workplan in support of all activities.
Research and Policy Agenda	Within the first year of the program the Contractor shall (in agreement with MAIL and USAID) select three areas of research/data and analysis gathering in support of MAIL’s water policy agenda. These activities will be carried out through year four of the program.
Advisory Board	Within the first 180 days of the contract an advisory committee will be established for oversight and coordination of on-budget irrigation and

	watershed management activities with MAIL.
Monthly Progress Reports	Monthly Reports shall be submitted to the COR, USAID Platform representatives and MAIL on the 15th of each month.
Quarterly Progress Reports*	The Contractor will submit progress reports on a quarterly basis, the draft will be submitted to the COR not later than 30 calendar days after the close of each US fiscal year quarter (i.e. 1 st quarter ends on 31 December, 2 nd quarter ends on 31 March, 3 rd quarter ends on 30 June, and 4 th quarter ends on 30 September). Each quarterly report will also include a quarterly PMP data update.
Quarterly MAIL Systems Monitoring Reports	Quarterly reports regarding monitoring conducted on MAIL’s financial management and procurement systems will be provided no later than 30 calendar days after the end of the quarterly reporting period. This reporting will begin the first quarter that MAIL received on budget assistance from USAID.
Quarterly Financials and Workdays Reporting	The Quarterly Financials and Workdays Reporting shall be submitted to the COR no later than 30 calendar days after the end of the quarterly reporting period
Final Program Report*	The final narrative report shall be submitted within 30 calendar days of contract completion.
Demobilization Plan	The Demobilization Plan shall be submitted to the COR no later than 90 days prior to commencement of program demobilization. This plan will include a disposition plan to be approved by the Contracting Officer.

F.4 LEVEL OF EFFORT

The Contractor shall devote _____ man years level of effort for the period specified in the Section F.1 Period of Performance, above. Once the level of effort has been fully expended, this task order is complete.

F.5 PERFORMANCE STANDARDS

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

a) Quality

- Quality and AID-effectiveness of the Contractor's long-term key personnel, other non-key long-term professionals, and short-term specialists.
- Demonstration of a viable, AID-effective approach to program activities and deliverables.
- Quality and effectiveness of technical assistance given to MAIL and DAIL entities and other partner organizations and demonstrated through improved performance outlined in a staff and capacity improvement plan for MAIL with benchmarks that are monitored and met.
- Successful implementation of model activities implemented in north and eastern regions of Afghanistan with a comprehensive approach that addresses water supply and water demand concerns in a comprehensive manner.
- Effective programs developed to overcome the underlying obstacles to the equitable distribution of water along river systems and within irrigation systems.

b) Cost Control/Effectiveness

- Actual costs incurred against the Contractor's cost proposal.
- Relative percentage of program delivered as income/wages directly to beneficiaries.

c) Timeliness of Performance

- Ability to set and meet timelines for delivery of all agreed tasks included in the task order.
- Long-term and Short-term technical assistance are identified and fielded in a timely manner.
- Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- Timeliness of documents or reports submitted to USAID and GIRoA.

d) Satisfaction of Relationship with and Program ownership of MAIL and DAIL

- Transparency of relationship and communication between USAID, MAIL and the Contractor.
- Effectiveness in working with USAID, MAIL and DAIL representatives at the District, Provincial and Regional Platform levels.
- Effectiveness in partnering with and empowering relevant GIRoA entities, especially MAILs and DAILs and USG and other donors supported agricultural development programs in target regions, provinces and districts.
- Effectiveness in working with MAIL staff to develop a water policy agenda supported by technical staff.

F.6 PROGRESS REPORTING REQUIREMENTS

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

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

F.7 KEY PERSONNEL

1. The following positions are designated as Key Personnel and will be occupied by the respective individuals:
 - a. Chief of Party (COP) –
 - b. Deputy Chief of Party (DCOP) –
 - c. Compliance Officer –
 - d. Chief Engineer –
 - e. Director of Finance (Compliance Officer) –
2. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the CO and the USAID COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the task order. No replacement will be made by the Contractor without the written consent of the Contracting Officer.

[END OF SECTION F]

SECTION G CONTRACT ADMINISTRATION DATA

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

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

US Address:

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

G.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) will be designated by a designation letter from the Contracting Officer at:

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

G.5 PAYING OFFICE

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

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

Office of Financial Management
USAID/Afghanistan
US Embassy
East Compound
Great Masood Road
Kabul, Afghanistan

Financial Tracking and vouchering

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

G.3 ACCOUNTING AND APPROPRIATION DATA

Accounting Code:.
Accounting Template:.
 BBFY:.
 EBFY:.
 Fund:.
 OP:.
 Prog Area:.
 Dist Code:.
 Prog Elem:.
 Team/Div:.
 BGA:.
 SOC:.

As stated herein, the Contracting Officer shall be the only individual on behalf of USAID authorized to:

- a) Waive any requirement of this solicitation;
- b) Modify any term or condition of this RFP; and
- c) Accept any non-conforming work.

G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact is _____ who can be reached at email address and phone number:

G.5 CONTRACTOR'S PAYMENT ADDRESS

[To be filled in at time of Award]

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this task order is 937.

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

H.3 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 the contractor has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or the contractor determines such reporting would conflict with applicable laws, the 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 this task order.

H.4 CONSENT TO SUBCONTRACTS

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

Contractor Name	Services Provided

The Contractor must request Contracting Officer consent and submit the information required in FAR 52.244-2 for any subcontracts requiring consent but not listed here.

H.5 VETTING

I. 4-14.001

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

- (a) The Contractor must complete and submit the "USAID Information Form" in appendix B of this task order 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-US entity; or
 - (iii) Each key individual that is a non-US entity.

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

"Non-US 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 US 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 at prior to the Government's acceptance of the task order 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 US law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the recipient to terminate the sub-award.

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

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

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

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

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

(b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security Council (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.11n.org/Docs/sc/committees/1267/1267ListHng.htm>.

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

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

3. For purposes of this Certification:

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

(b) "Terrorist act" means-

- i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaai.org/English/Terrorism.asp>); or
- ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
- iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

this clause.

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

III. Restrictions on certain foreign purchases (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.treas.gov/offices/enforcement/ofac/sdn](http://www.treas.gov/offices/enforcement/ofac/sdn). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR Chapter V and/or on OFAC's website at [http:// www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac).

(c) The Contractor shall insert this clause, including this paragraph (c), in all sub-contracts.

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

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

I.1 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 these addresses:

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

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	NOV 2011
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-20	LIMITATION OF COST	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
AIDAR 48 CFR Chapter 7		
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990

CLAUSES IN FULL TEXT

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 30 days of the task order's expiration date.

I.3 COMMUNICATIONS PRODUCTS (OCT 1994)

- a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.
- b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.
- c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:
 - 1) All communications materials funded by operating expense account funds;
 - 2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.
 - 3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - 4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.4 INTERNATIONAL TRAVEL APPROVAL

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

[END OF SECTION I]