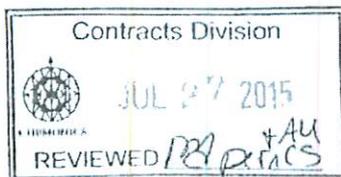


SOLICITATION/CONTRACT				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700)	RATING	PAGE OF PAGES
2. CONTRACT NO. AID-306-TO-15-00064		3. AWARD/EFFECTIVE DATE See Block 28	4. SOLICITATION NUMBER SOL-306-15-000029	5. SOLICITATION TYPE <input type="checkbox"/> SEALED BIDS (IFB) <input type="checkbox"/> NEGOTIATED (RFP)		6. SOLICITATION ISSUE DATE Feb 25, 2015
7. ISSUED BY USAID/AFGHANISTAN OFFICE OF ACQUISITION AND ASSISTANCE 6180 KABUL PLACE DULLES, VA 20189-6180		AFGHANISTAN	8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: _____ SIZE STANDARD: _____			
9. (AGENCY USE) NO COLLECT CALLS						
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input type="checkbox"/> SERVICES						
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN 60 CALENDER DAYS (60 CALENDER DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLOCK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.				12. ADMINISTERED BY SAME AS BLOCK # 7		AFGHANISTAN
13. CONTRACTOR ANCC OFFEROR Chemonics International Inc 1717 H Street, NW Washington, D.C. 20006 Phone : 202.955.3300 DUNS No: 86-771-4768		CODE	FACILITY CODE	14. PAYMENT WILL BE MADE BY USAID Afghanistan Office of Financial Management (OFM) SUBMIT INVOICES TO ADDRESS SHOWN IN SECTION B.5:		
<input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 <input type="checkbox"/> U.S.C. 253		
15. PROMPT PAYMENT DISCOUNT: NA						
17. ITEM NO.	18. SCHEDULE OF SUPPLY AND SERVICES		19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	EGR Indefinite-Quantity Contracts Delivery Location Code: Afghanistan USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180 Continued ...		1	1		
23. ACCOUNTING AND APPROPRIATION DATA See Section G.8				24. TOTAL AWARD AMOUNT (FOR GOVERNMENT USE ONLY)		
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN				26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4 INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
27. SIGNATURE OF OFFEROR/CONTRACTOR				28. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER		
NAME AND TITLE OF SIGNER (TYPE OR PRINT)		DATE SIGNED	NAME OF CONTRACTING OFFICER		DATE SIGNED	
		27 July 2015	Michael F. Capobianco, Supervisory Contracting Officer		7/27/15	



SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE

The purpose of this contract is to provide services detailed in the Statement of Work (SOW) specified in Section C.

B.2 CONTRACT TYPE

This is a Cost Plus Fixed Fee completion type Task Order. For the consideration set forth herein, the Contractor shall provide the deliverables or outputs described in Section C and comply with all Task Order requirements.

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

- a) The estimated cost for the 20-month period of the performance of the work required hereunder, exclusive of fee is [REDACTED] the fixed fee is [REDACTED]. The estimated cost plus fixed fee is [REDACTED].
- 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) for performance hereunder is [REDACTED]. The Contractor shall not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR52.232-22). See Section I of the basic IQC.
- c) Funds obligated hereunder are anticipated to be sufficient for performance through April 30, 2016.

B.4 BUDGET

	Year 1	Year 2	Total
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The contractor will not be paid any sum in excess of the Total Estimated Cost.

B.5 PAYMENT

Payment shall be made in accordance with FAR 52.232-25, Prompt Payment (Feb 2002) Alternate 1 (Feb 2002) and Section G – Contract Administration Data, paragraphs G.2 of the basic IDIQ.

The paying Office is:

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

[END OF SECTION B]

SECTION C - DESCRIPTION/SPECS./WORK STATEMENT

C.1 INTRODUCTION

USAID's global education strategy has three topline goals: 1) The improvement of reading skills for 100 million children, 2) Improved youth and workforce development, and 3) Access to safe and equitable education for 15 million children in crisis and conflict-affected environments. USAID/Afghanistan's education section works through the Government of the Islamic Republic of Afghanistan (GIROA) to provide funding to a variety of programs that contribute to the achievement of both goals 1 and 3 of this strategy. In order to better inform this work, USAID is using this RFTOP to procure a survey of resources, skills and capacities in early grade reading.

C.2 BACKGROUND ON SCHOOLS AND EARLY GRADE READING

Education in Afghanistan has made remarkable progress since 2001. In 2001, approximately 900,000 students were enrolled in school and almost all were boys. In 2013, more than eight million students were enrolled in schools, 39 percent of whom are girls. There are now more than 14,600 schools and more than 180,000 teachers, of whom 54,000 are female (approximately 31 percent). Since 2001, over 6,500 schools have been constructed or rehabilitated, and today around 50 percent of schools have adequate buildings. There is a new national curriculum which promotes active learning methods. New textbooks, teacher guides, and science kits have been developed and distributed to all schools across the country.

Despite these achievements, the education sector continues to face significant constraints in achieving Millennium Development Goals (MDGs) and Education For All (EFA) targets. Poverty and insecurity contribute to persistently low enrollment and attendance rates. Schools and delivery centers for education, (including community-based education classes, or CBEs), are unevenly distributed. Although census data are incomplete, an estimated 4.2 million children are out of school, 60 percent of those are girls.¹ Of children officially registered to attend school, an estimated 800,000 to 1.2 million are permanently absent², (Education Joint Sector Review (EJSR), 2012); this further reduces system efficiency and efficacy.

Depending on their geographic location, primary school children in Afghanistan may have access to one or more of the following types of learning environments: public schools, community based education (CBE) classrooms, religious schools (madrassas) that operate under the Ministry of Education's Department of Islamic Education, and/or private madrassas. **For the purposes of this scope of work, USAID will focus on the first two of these types of schools (public schools and CBE classes).** The table below provides the number of primary schools of each of these two types, per region of the country, and per province.

Table One: Total Number of Primary Schools Targeted Under this Survey, By Province

Region	Province	General Education Primary Schools ³	Community-Based Education Schools (all donors combined)
North East (NE)	Badakhshan	143	169
	Baghlan	111	138
	Kunduz	155	326
	Takhar	241	224
TOTAL		650	857
North West (NW)	Balkh	63	178
	Faryab	193	42
	Jawzjan	116	121
	Samangan	90	103

¹ Based on UNDP population project and School Survey data. Taken from 2012 Education Sector Joint-Review.

² Permanently absent students are those that did not complete, show up, or take the end of school year assessment. They are retained in the school enrollment list and are counted as enrolled for up to three consecutive school years. The permanently absent student will be dropped from the enrollment list after three years.

³ <http://www.emis.af/Reports/firmSchReports.aspx>

Region	Province	General Education Primary Schools ³	Community-Based Education Schools (all donors combined)
	Sar i Pul	148	69
Total		610	513
West (W)	Badghis	238	54
	Farah	170	28
	Hirat	407	429
Total		815	511
West Central (WC)	Bamyan	76	299
	Ghor	465	194
Total		541	493
South West (SW)	Daikundi	96	173
	Hilmand	193	181
	Kandahar	299	132
	Nimroz	104	50
	Uruzgan	198	100
	Zabul	162	0
Total		1,052	636
South East (SE)	Ghazni	186	313
	Khost	131	229
	Paktia	142	234
	Paktika	246	315
Total		705	1,091
East (E)	Kunar	249	124
	Laghman	82	214
	Nangarhar	400	1021
	Nuristan	122	55
Total		853	1,414
Central (C)	Kabul City	71	0
	Kabul Province	200	513
	Kapisa	65	289
	Logar	127	92
	Panjshir	42	57
	Parwan	141	223
	Wardak	184	440
Total		830	1,514
COUNTRY TOTAL		6,056	7,029

Reliable data on the *quality* of education in these schools and, in particular, on **early grade reading** outcomes as a measure of quality, is sparse. Table two summarizes the reading assessments that have been undertaken or planned in the last decade and that have included children from the early grades.

Table Two: Completed and Planned Assessments of Early Grade Reading Skills

Program Name	Program Funder	Implementing Partners	Year of Data Collection	Provinces	Grades Assessed	Skills Assessed	Sample			Types of Classrooms Included	Primary Findings
							Boys	Girls	Total		
PACE-A	USAID	AKF, CRS, IRC, CARE	2008	Badakhshan, Baghlan, Balkh, Bamyan, Ghazni, Ghor, Hirat, Kapisa, Khost, Laghman, Logar, Nangarhar, Panjsher, Parwan, Wardak (15)	1-4	Oral reading fluency and Numeracy	N/A	N/A	1,070	CBE classrooms funded through the PACE-A project	*Children in only one province performed at grade level, on average, in both grades one and two *Reading scores were lower than numeracy scores *Scores and results were skewed in a positive direction by administration errors.
Swedish Committee for Afghanistan	Swedish SIDA, EU, World Bank	SCA	2010	Ghazni, Wardak, Loghar, Nangahar, Kunar, Nuristan, Baghlan, Bamyan, Smangan, Sare-Pul, Kunduz, Takhar, Badakhshan (13)	3 rd and 6 th grades	Reading comprehension, vocabulary, grammar, composition, number sense, geometry, and problem-solving	N/A	N/A	2,012	"Model" CBE classrooms and public schools	*The majority of students in grade three failed (i.e. scored less than 50/100) on the language portion of the test. *Scores between grade 3 and grade 6 children were not substantially different. *Public schools scored worse than model schools.
BEACON	Canadian CIDA	AKF, Care, CRS, IRC	2013 (one year after the start of implementation)	Badakhshan, Baghlan, Bamyan, Herat, Kabul, Kapisa, Nangahar, Paktya, Parwan	1 and 2	Letter names, invented word reading, ORF, and reading comprehension	693	361	1,054	CBE	*"Many students are struggling with decoding, and many were not able to read with enough speed and accuracy to fully comprehend text (page 8)." *ORF at grade two: 19.2 for Dari speakers; 22.9 for Pashto speakers *Comprehension at grade two: 39% in Dari, 58.7% in Pashto
EQUIP/ACER	World Bank, Australia	TBD	2015	TBD	3 rd grade	TBD	TBD	TBD	TBD	TBD	Under Development

As the above tables make clear, little quantitative data on student outcomes in reading in the early grades is available. The small amount of data that is available has been collected from the CBEs supported by NGOs, which are arguably some of the better-resourced environments for learning in Afghanistan. Although not nationally representative, and not comparable, these data indicate very low levels of reading mastery for children in the early grades, even in those classrooms that have received donor-financed instructional support. USAID/Afghanistan intends to use the work procured under this RFTOP, in part, to test this hypothesis and to develop a more nuanced understanding of students' outcomes in the early grades.

Although data is scarce, multiple factors are known to contribute to a low quality of education in Afghanistan's early grade classrooms. These include, but are not limited to: a very reduced time on task in all subjects (many schools run multiple shifts, many close intermittently for reasons related to security, and there is high teacher absenteeism in many areas), a lack of qualified or adequately trained teachers, textbook conception, production, and distribution processes that do not exhibit a high degree of technical expertise or of transparency, a lack of competent managers and supervisors throughout the system, and a lack of standardized student learning assessment. More so than in almost any other country, security concerns and safety are a widespread threat to the quality of early grade education in the majority of areas of Afghanistan. The work procured under this contract will also provide additional information on these qualitative factors related to early grade reading outcomes.

The Government of the Islamic Republic of Afghanistan (GIRoA), via its Ministry of Education, has requested USAID/Afghanistan's assistance to support the conception of a national reform program in early grade reading. Under this task order, USAID seeks to acquire data and information that will be of use in its ongoing policy dialogue with the GIRoA and associated donors about early grade reading. The data collected under this task order is intended to fuel broader discussion about challenges in early grade reading and to shape the design and implementation of the GIRoA's efforts to improve early grade reading outcomes.

C.3 BACKGROUND ON THE MINISTRY OF EDUCATION

Article 43 of Afghanistan's constitution guarantees every Afghan child the right to a free education. The Ministry of Education has therefore set itself the goal of providing free, equitable, and quality education services to all Afghan children by 1399/2015. The Ministry's National Education Strategic Plan III (1393-1399) states: "The ministry of education intends to provide access to education for all children, particularly for girls, disabled [children], deprived and disadvantaged children, and children who belong to ethnic, linguistic, and religious minority groups in the country."

The improvement of early grade reading is an important priority of the NESP III. As that document states on page 3:

...the MoE will establish an independent office for students' educational achievement tests...and will develop educational standards and criteria for different educational courses. The MoE will also make regular standard tests to assess students' learning outcomes. The ministry will specifically monitor and supervise the quality of education services in grade 1 to 3 to ensure that students have learnt reading and writing skills at the end of grade 3 properly.

Multiple ministerial departments are involved in the country's new effort to improve early grade reading. These include, but are not limited to the following:

- The Department of Curriculum, which, according to the NESP III documents, has both a revision of the textbooks in Dari and Pashto and will continue development of "textbooks of 3rd languages" (Uzbeki, Nuristani, Pashai, Baluchi, Sheghnani, Gojari, and Wakhani);

- The Department of General Education, which oversees the operations of all schools providing instruction in grades one to six;
- The Department of Teacher Education, responsible for all in-service teacher training and also with creating linkages with the country’s 32 Teacher Training Colleges (TTCs);
- The Department of Administrative Supervision, responsible for overseeing teachers’ job performance;
- The Department of Educational Achievement Testing, responsible for standardized testing;
- The Department of Islamic Education, responsible for overseeing the implementation of both secular and religious curricula in the madrassas and Darul Hifaz’s that are registered with the Ministry of Education;
- The Department of Planning, which oversees the use of human and financial resources in pursuit of the goals included in the NESP III; and
- The Provincial Education Directorates (PEDs) and District Education Directorates (DEDs).

USAID expects that work under this task order will be conducted in close coordination with the GIRoA’s MoE. USAID requires that this data collection be structured in such a way that the MoE recognizes and accepts the results. It is only if this occurs that these data can inform the MoE’s planning of activities designed to achieve the country’s desired results in early grade reading.

C.4 BACKGROUND ON USAID’S SECTOR INVESTMENTS

USAID is a major donor to basic education components of NESP III. In conformity with the stipulations and agreements of the Tokyo Conference on Afghan Reconstruction in July of 2012⁴, USAID provides both “off-budget” and “on-budget” support to the MoE’s NESP III implementation. “Off-budget” support is financing given to a third party or programmed into a project implemented by USAID partners. “On-budget” support is financing provided either: 1) directly to the MoE, through a government to government relationship; or 2) to the Afghanistan Reconstruction Trust Fund (ARTF), managed by the World Bank. In the case of the ARTF, the World Bank and the GIRoA establish protocols for the use of Afghan government systems in the planning and delivery of projects. As such, GIRoA considers funds programmed through the ARTF to be ‘on-budget’ financing provided directly to the MoE. Table three summarizes USAID/Afghanistan’s current major investments in basic education under NESP III.

Table Three: USAID/Afghanistan Activities in Support of Basic Education under NESP III

Type of Investment	Program Title	Summary Description
OFF-BUDGET	Supporting UNICEF’s role as the supervising entity for the Global Partnership for Education	GPE focuses on increasing and sustaining equitable access to quality education via CBE, accelerated learning programs, and other pathways to education in 40 districts in 13 insecure provinces. USAID supports UNICEF’s role as the Supervising Entity of GPE to provide programmatic and fiduciary oversight of MoE’s implementation of the GPE project.
	Supporting UNICEF-led CBE and Accelerated Learning Programs	USAID funds UNICEF to implement CBE and accelerated learning programs to support the MoE’s EFA goal of universal access to basic education. This investment will also increase the Mission’s contribution to Agency-wide targets of increasing equitable access to education in crisis and conflict environments. UNICEF’s national education program is aligned with the MoE’s NESP-II and NESP-III and was developed in close coordination with the MoE.

⁴At the Tokyo Conference, the International Community reaffirmed a commitment to “channeling at least 50 percent of its development assistance through the national budget of the Afghan Government in accordance with the London and Kabul Communiqués.”

	Strengthening of MoE management capacity (via LMG)	This activity is currently implemented through a Leadership, Management, and Governance (LMG) field support mechanism that is part of USAID/Afghanistan’s Integrated Health Services and Systems Strengthening Program (IHSSSP). This financing supports the maintenance of the Basic Education, Learning, and Training (BELT) project management team, Provincial Community Officers (PCOs), and CBE unit consultants. This activity will transition to on-budget support in the near future.
ON-BUDGET	Strengthening of MoE management capacity	Support for the PCOs, the Project Management Team (PMT), and CBE unit consultants will be transitioned from off- to on-budget. Activities will focus on bringing technical advisors under the purview of the MoE, using MoE systems to pay for salaries and operational support costs. TA will help MoE address recommendations of the Ministerial Risk Assessment and support MoE to manage USAID-funded on-budget activities, as well as MoE CBE programs overall. USAID will work closely with the MoE to develop a transition plan to incorporate a majority of the technical consultants into the civil service.
	Capacity building and professional development of teachers and school administrators	USAID/Afghanistan’s teacher education support is implemented under EQUIP II, in partnership with the World Bank through ARTF. The objectives of EQUIP II are to: (a) increase access to primary and secondary schooling; (b) strengthen the management capacity of communities to better manage teaching and learning activities; (c) institutionalize district-based teacher training activities nationwide; and (d) prioritize education for girls through a household scholarship scheme and the provision of high school teachers in underserved schools. USAID targets its funds to the Teacher Education Department (TED) so EQUIP II can provide pre-service and in-service teacher training to increase the level of professional knowledge and skills of educators throughout Afghanistan.
	Textbook printing and Distribution	To help the Ministry of Education provide textbooks for students, USAID finances the MoE’s printing and national distribution of primary grade textbooks. Since 2012, USAID provided support for printing approximately 47 million textbooks in the core subject areas in both Dari and Pashto (i.e., Language, Math, Life Skills, and Art).

Because such a large portion of USAID’s portfolio is administered “on-budget”, either through government-to-government (G2G) financing or as contributions to the ARTF, USAID has included in this scope of work the collection of information that will assist the Mission in better understanding the MoE’s capacity to absorb and use on-budget financing, in particular in regards to improving early grade reading.

C.5 TASK ORDER PURPOSE

The purposes of this task order are to:

1. Establish an inventory of all early grade reading materials available in Afghanistan, in each of the 10 languages in which the Ministry of Education has authorized instruction, and provide a technical analysis of the degree to which those materials are evidence-based, according to current reading research and theory.
2. Provide a national assessment of second and fourth grade students’ ability to read and understand letters, familiar words, nonwords, and connected text, disaggregated by region (not province), by type of school (public or CBE), by language (Dari or Pashto), and by sex.

3. Provide a study of school management effectiveness and safety (SMES) that will yield additional information on the factors affecting reading performance in Afghanistan at the second and fourth grade levels. The study will highlight specific barriers affecting access for girls.
4. Hold national policy and dissemination workshops to publish and discuss students' second and fourth grade results and the outcomes of the SMES with the MoE authorities, civil society, and other Afghan counterparts. Barriers experienced by girls will be highlighted to increase awareness and action amongst MoE leadership to address ongoing barriers.
5. Provide an assessment of the capacity of the relevant departments of the GIRoA to implement an evidence-based, conflict-sensitive nationwide early grade reading intervention if provided on-budget assistance to do so.
6. Provide an assessment of the potential for establishing public-private partnerships, including cost-effective and feasible mobile technology, in support of improved early grade reading in Afghanistan within the next five years.

C.6 SCOPE OF WORK

These are the services required:

1. Inventory of Early Grade Reading Materials

Although the Ministry of Education of Afghanistan has not yet launched a nationwide early grade reading program, multiple actors, including the Ministry, have produced early grade reading materials, teachers' guides, and assessments. Institutions that have authored materials such as these include, but are not limited to: Agha Khan Foundation (AKF), the Asia Foundation, Swedish Committee for Afghanistan (SCA), International Rescue Committee (IRC), Care International, and Creative Associates.

Working with the Ministry, and primarily with the department of curriculum, the Contractor shall: update and harmonize current inventories of early grade reading materials, thereby creating one database of materials for the Ministry that specifies for which languages and grades early grade reading material has been designed. The Contractor shall also support the Ministry in assessing the technical strengths of each early grade reading publication or material, using research-based, objective criteria relative to the scoping and sequencing of phonics and content, to the size and spacing of print, and to the durability of binding or casing of each material. The Contractor shall submit a detailed inventory framework to USAID for approval prior to beginning materials review. The contractor shall present USAID with a draft report and copy of this inventory, along with the Ministry's recommendations for the harmonization and improvement of the stock of early grade reading material in the country. The final report is due in a timely manner as identified in the work plan developed by the Contractor and approved by USAID.

2. National Early Grade Reading Assessment of second and fourth grade students' ability to read and understand letters, words, nonwords, and connected text

As described above, Afghanistan does not possess a comprehensive data set on **second and fourth grade students' reading outcomes**. The lack of reliable data at these grade levels impedes policy dialogue on early grade reading, and has a negative impact on planning for the training of teachers and distribution of teaching and learning materials specific to early grade reading.

Working with the Ministry, and primarily with the newly established Department of Assessment, the Contractor shall complete an assessment of **second and fourth grade students' reading skills**. The assessment will be representative of student performance at a regional, not a provincial level. (Note that

there are eight regions of Afghanistan; see table I). In public and CBE schools, students will be assessed in either Pashto or Dari (as a function of which of these two languages of instruction is officially used in the second and fourth grades at the sampled school). Schools in both “cold” zones (where the school year starts in March) and “warm” zones, (where the year starts in October) are expected to be included in the sample⁵. The following seven components of reading mastery will be assessed:

- a. Phonemic awareness: identification of onset/time sounds; phoneme segmentation
- b. Oral vocabulary
- c. Letter identification: names and/or sounds
- d. Familiar word reading
- e. Non-word reading
- f. Oral reading fluency with comprehension
- g. Listening comprehension

These data will be collected using an open-source, electronic data collection system such as Tangerine or e-EGRA. Proposals to collect these data using only paper-based methods will not be considered by USAID.

By the end of the award, the Contractor shall present the Ministry and USAID with a draft report of the results of this skills survey. Results are expected to be disaggregated by region, type of school, language, and sex. All finalized instruments, data sets, code books, and testing-related materials will be provided to USAID as per the instructions in Section F of this RFTOP.

Activities that the Contractor(s) are expected to implement in order to complete the national assessment of second and fourth grade reading will include:

- *Preparation:* The Contractor shall work with MoE counterparts and, as appropriate, locally-identified contractors to refine and finalize any available instruments for the tests in Pashto and Dari to select a sample (including alternate schools) that responds to the requirements of this solicitation, and to form teams of test administrators and supervisors that have the appropriate linguistic capabilities. The preparation phase will include the MoE’s drafting of, testing of, and official adoption of the instruments, as well as the MoE’s approval of the sampling plan, and team assignments. A Memorandum of Understanding will be established with the MoE regarding training and testing activities.
- *Assessor and Supervisor Training.* The assessor training workshop is an intense period in which the assessors are introduced to the assessment instruments and then provided several opportunities to increase the quality of the administration of the assessment, both with respect to delivery and to marking. During the assessor training workshop, led by experienced experts who have worked in conflict-affected environments, university students, and MoE supervisors (which will likely be the Academic Supervisors at the provincial and district levels) will be provided training in their particular roles at the schools, sampling strategies are developed and practiced, and assessors are given several reliability tests. The inter-rater reliability (IRR) must be at least .9 for assessors to be selected. For minimal negative impact on student performance, it will be important in the selection of assessors to have an appropriate representation and distribution of male/female and ethnic groups that are culturally sensitive to the Afghanistan context.
- *Pilot Assessment.* In order to provide useful information for the final instruments, a pilot assessment will be undertaken for each instrument. This pilot will provide practice for assessors as well as further information for the improvement of the instruments.

⁵ Afghanistan has two academic calendars: March 22 – November 22 (cold climate schools) and September 15 – June 15 (warm climate schools).

- *Data Collection.* Careful thought will be given to the appropriate strategy for efficient coverage of sampled schools so that the data collection will be regionally-representative and able to be disaggregated by school type, language, and sex. The data collection strategy will also consider communication with local education officers prior to visiting the schools and targeted strategies for efficient and high-quality data collection at the school level, data verification, and storage of data. Ensuring that the data collected are both reliable and valid is a central part of this process.
- *Data Entry and Analysis.* The Contractor and the local research firm will develop careful procedures for the entering of data. This will involve the development of a data entry software application. The Contractor shall train the data entry specialists and test their reliability to ensure that what is entered matches what was assessed. Then, the data will be transferred to SPSS and Stata for easy analysis. At this point, MoE assessment experts will be involved in the analysis of data to foster sustainability of the project. Reports will be written in English and translated into Dari and Pashto, for both policy experts and technical experts.

3. Study of School Management Effectiveness and Safety (SMES)

As previously noted, many factors related to school management and safety negatively impact students' learning outcomes in Afghanistan. Working with the MoE and building on experience from around the world, the Contractor for this award will develop a school management effectiveness and safety (SMES) survey tool that can be administered during the same school visits as those planned to collect the data on second and fourth grade students' reading outcomes. This SMES tool will assist the MoE and counterparts to collect data on:

- a. Time on task in reading instruction
- b. Availability of materials for early grade reading instruction
- c. Teacher practices in reading instruction
- d. Students' exposure to print/reading outside the home
- e. Staff and students' relative safety from attack at the school site
- f. Students' safety during the commute to school

USAID is receptive to Contractor's suggestions regarding the categories of questions and lines of inquiry that would be most relevant and pertinent for this tool in the Afghan context. As regards school safety, which, in the Afghan context, is intimately related to school quality, USAID is interested in the development of new research questions related to inclusivity, equity, tolerance, and conflict-sensitivity at the school level, to school-related violence, to the degree of vulnerability to natural or man-made disasters, to the occurrence of threatening events, to the types of remedial actions school or community members have employed when these occur, and to the strategies that school representatives may have devised to keep their learning environment safe. The Contractor shall also focus on how these factors impact access for girls.

A validated version of the SMES tool will be developed in Pashto and in Dari. The tool will be validated by the Ministry at the same time that the tools for the second and fourth grade reading survey are, and be administered electronically during the school visits planned in the context of the second and fourth grade reading assessments. In conformity with USAID policy, USAID will receive copies of all data collection tools developed as part of the Afghanistan SMES.

The Contractor shall prepare one Early Grade Reading/School Management Effectiveness and Safety report after the completion of activities 2 and 3 of this contract. This report will include the following:

1. Adapted early grade reading and SMES tools and summary of the adaptation workshop with MoE and other stakeholders.
2. Sampling strategy.

3. Limitations of the assessment, related to methodology, security, etc.
4. Analysis of the results of the pilot assessment and subsequent adjustments made to the instruments and data collection procedures.
5. Description of procedures for data collection, data entry, data cleaning, analysis, and storage.
6. Analysis of results as they relate to implications for curriculum reform, teacher training, reading instruction methodology, instructional time allocated for reading, supplementary learning materials, and school management. The analysis shall present data disaggregated by region, type of school, language, and sex.

4. National Policy and Dissemination Workshops

Once both the collection on second and fourth grade student reading outcomes and on the factors tracked through the SMES tool are complete, the Contractor and the central Ministry of Education offices will publicize the results. At a minimum, the Contractor in collaboration with the Ministry and any local partners associated with the exercise will:

- *Hold a National Policy Workshop.* The national policy workshop will serve to share the findings of both data collection exercises, and to discuss the implications of the findings for the implementation of the NESP III. The Contractor shall provide 1-2 page briefing documents, copies of the executive summary and conclusions, and other communications documents, in addition to copies of the studies in Dari and Pashto at this workshop. A wide range of MoE personnel will be involved in this workshop. The workshops will be conducted in the most appropriate Afghan language, with interpretation provided for speakers of other languages.
- *Organize Regional Dissemination Workshops.* In consultation with the MoE and building upon materials and findings from the Policy Workshop, Dissemination Workshops will be held in key provinces around Afghanistan. Appropriate communications materials will be developed for each workshop. The goal of these workshops will be to summarize findings from the assessments, encourage discussions, and develop action plans for improving early grade reading instruction. The workshops will be conducted in the most appropriate Afghan language, with interpretation provided for speakers of other languages. In consultation with USAID, other modes of dissemination will be used, to potentially include radio, newspapers, SMS messaging, and television.

The Contractor shall prepare a summary report of consultations held to publicize the early grade reading and SMES results. This summary report will provide an analysis of the outcomes of the data-sharing exercises, and recommendations for further activities that could be undertaken to assist decision-makers and stakeholders to engage with the question of how to improve early grade reading in Afghanistan.

5. Needs Assessment of Ministry Capacity to Implement Early Grade Reading

In the long-term, GIROA institutions need to be able to develop, manage, and evaluate a conflict-sensitive nationwide early grade reading improvement program. Consequently, there is a need to:

1. Assess the capacity of essential MoE units to effectively deliver early grade reading interventions at scale and in a conflict-sensitive manner; and
2. Identify the key policy, resource, and capacity opportunities and gaps for the MoE at all levels (from the central, to the provincial, district, and school) to improve early grade reading at scale.

To meet these objectives, the Contractor shall use the Institutional Capacity Assessment (ICA) tool included as an annex to this RFTOP to provide data on the MoE's capacity to implement an early grade reading reform. USAID expects the Contractor to apply this tool both with respect to the MoE's management of current on-budget initiatives financed through USAID intended to improve access and reading as well as, in

a more general manner such that a full picture of the MoE's current capacity to implement a reform in early grade reading is developed.

Based on data collected through the use of this tool, the Contractor shall determine the degree to which each of the ministerial departments (Curriculum, Teacher Education, General Education, Educational Achievement Testing, Administrative Supervision, PEDs, and DEDs, etc.) critical to the success of an early grade reading initiative is capable of carrying out the planning, instructional reform, resource management (human, financial, and material), and monitoring functions required for early grade reading outcomes to improve. As a final outcome of this work the Contractor shall be able to indicate to both USAID and the MoE the domains and areas where capacity needs to be strengthened, which may include domains where transparency or accountability is currently low. The Contractor shall analyze, in each of these cases, the potential and desire for increasing capacity in that area, were assistance provided.

USAID recognizes that this type of assessment is sensitive, and expects the Contractor to build the necessary relationship with the MoE to accomplish it in a collegial manner and spirit of partnership. Both the MoE and USAID offices will have the opportunity to approve the final research plan, questions, and timeline before the actual capacity assessment begins.

The following is an illustrative, though not exhaustive, list of consultations that will need to take place as part of the assessment of the capacity to implement programming in early grade reading. The contractor is also invited to conduct consultations with organizations not listed below who will add value to the assessment:

- Consultations (*i.e.*, interviews and surveys) with the MoE's departments and units (*e.g.*, Planning, Curriculum, Learning Assessment Unit/Examination, Gender Unit, General Education Department, Teacher Education Department, Community Based Education Unit, Literacy Department, Publications and Information Department) and at all levels (*e.g.*, from central, provincial, district to the school level), USAID, Development Partners (DP) (*e.g.*, World Bank, UNICEF, SIDA, DANIDA, DFID, UNESCO, Australian Council for Educational Research, etc.);
- Consultation with the Teacher Education Department and review of pre- and in- service teacher training packages;
- Consultation with the Community-Based Education Unit and review of CBE teacher training manuals;
- Consultation with the Curriculum Department and review of plans for curricular revisions;
- Consultation with the Learning Assessment Unit to assess its human resource and technical capacity to develop and implement national learning assessments;
- Consultation with the Academic Supervision Department to assess the pedagogical support structure for teachers and school directors;
- Consultation with the Human Resources Development Board and EMIS Unit to inquire about the current status of EMIS and the capacity of the actors involved in supporting it;
- Consultation with targeted Provincial Education Departments and District Education Offices to better understand their role and capacity in implementing an early grade reading program; and
- Focus Group discussions with implementing partners working in the sector and participating in coordinating committees chaired by the Ministry of Education (IRC, Save the Children, AKF, Brac, etc.).

Based on the review of relevant documents, consultation with key stakeholders, and field observations, the consultant(s) will produce a report which will include:

1. An analysis of the GIRA's global management capacity to manage a large scale reading improvement program.
2. An analysis of each key department's strengths and weaknesses related to financing, implementing, supervising, and assessing a national, on-budget early grade reading initiative.

3. An analysis of which departments are receptive to further capacity-building, even if that capacity-building includes expectations that certain conditionalities or milestones would be met.
4. Recommendations for strengthening the GIRoA's capacity to manage an early grade reading program, addressing each level of the system and each aspect of national reading reform (i.e. policies, texts, training, testing, etc.).
5. A proposed timeline for the phasing-in of an on-budget early grade reading initiative sponsored by USAID.

The consultant's report will be validated by the Ministry of Education and fully vetted with the relevant departments before its submission or publication.

Once the Contractor has completed its analysis and reporting on early grade reading, school management effectiveness and safety, and on the Ministry's capacity to implement a national early grade reading reform, USAID requires that the Contractor prepare a meta-report describing the different phases of consultation, data collection, and analysis that provides insight into the process of working hand-in-hand with the Ministry to conduct research pertinent to early grade reading reform. This report will emphasize lessons learned through these repeated exercises for future efforts to collect data on the quality of early grade reading instruction and on the capacity of the Ministry to deliver high-quality services in that domain.

6. Assessment of the Potential for Public-Private Partnerships

In a context as complicated as Afghanistan's, the Ministry needs reliable partners to implement nation-wide reading reform. Under this contract, the Contractor shall survey potential national and international partners (including non-governmental organizations, universities, publishing and printing firms) interested in supporting a national reading improvement program. In addition, the Contractor shall survey the potential of mobile technology companies in Afghanistan to partner in cost-effective areas that are feasible in the Afghan context, such as education monitoring, messaging to teachers and students, and feasibility of compensating teachers via mobile money.

As an outcome of this survey, the Contractor shall provide a mapping of the unique capabilities or programmatic interests, such as teacher training, curriculum development, and measuring learning, of each potential partner. The Contractor shall provide an estimate of the types of costs that might be defrayed or reduced through public-private partnerships for improving early grade reading in Afghanistan, and will provide an informed hypothesis about the percentage of the total costs of a national early grade reading program that might be so defrayed. As with the report on the Ministry's capacity, this report on potential public-private partnerships in support of early grade reading will be validated by the Ministry before submission to USAID.

C.7 PROPOSED TIMELINE

A total of 20 months after the award begins all services shall be completed. The following is the Contractor's timeline for delivering all tasks under this contract.

Inventory and Analysis of All Early Grade Reading Materials (Activity 1)	
Hold first meeting with the ministry	Month 2
Hold consultations with Partners/Collect Information	Months 3 to 5
Draft Report	Months 7 to 8
Submit Final Report	Month 9
Assessment of 2nd and 4th Graders' Reading Skills and Study on SMES (Activities 2 and 3)	
Hold first meeting with the ministry	Month 2
Identify sub-contractors for data collection, as needed	Proposal stage
Hold Policy dialogue workshop to engage key Afghan technical and policy-	Month 3

level personnel	
Prepare and manage, adaptation workshop, pilot testing	Months 4 to 7
Submit preliminary Results Report (from first round of data collection);	Month 7
Submit Final Report	Month 14
National Dissemination and Policy Workshops (Activity 4)	
National Level	Month 15
Regional Levels	Months 15 to 17
Consultation Report Due	Month 18
Assessment of MoE to Implement a Nation-wide Reading Program and Assessment of Potential Public-Private Partnerships (Activities 5 and 6)	
Conduct document review	Months 4 to 6
Launch meeting with USAID/Afghanistan and MoE	Month 2
Develop and vet needs capacity framework, identify organizations and individuals to consult, develop interview and survey protocols	Month 8
Complete implementation plan to conduct consultations	Month 8
Meet with USAID/Afghanistan and MoE participants to review the implementation plan	Month 8
Hold consultations with key organizations and individuals	Months 10 to 16
Draft and vet needs assessment with USAID and MoE	Month 17
Present the final needs assessment with USAID and MoE	Month 18
Submit of meta-report on the process of researching early grade reading	Month 20

C.8 GENDER CONSIDERATIONS

Gender issues, in particular cultural, economic, and legal gender inequalities, are a critical underlying factor in making progress in all development sectors in Afghanistan. Addressing and considering gender in all USAID programs is a mandatory requirement, and USAID has identified gender as a cross-cutting theme that is built into all USAID programs. The Contractor shall consider and address gender issues during the design and implementation of the assessments.

C.9 CONFLICT SENSITIVE CONSIDERATIONS

Although Afghanistan has made progress in stabilizing its education system, the country still harbors an active insurgency that has been known to target schools and turn students into victims of war. Programming in a conflict-affected environment requires special considerations and must be based on principles of conflict sensitive education. Conflict sensitive integration methodologies take into consideration issues such as emotional and physical safety, students' psycho-social status, which are basic conditions for learning. In addition, the principle of "do no harm" as found in the "Principle of Good International Engagement in Fragile States and Situations" (OECD DAC, April 2007) must be incorporated into programming by keeping in mind the impact of education assistance on conflict. This requires making all decisions with an awareness of how they could affect power relations and inter-group relations that may contribute to conflict. For example, there must be enough awareness of the context to ensure that assessments do not favor one side of a conflict. The Contractor shall consider and address conflict-sensitive issues during the design and implementation of the assessments.

[END OF SECTION C]

SECTION D - PACKAGING AND MARKING

D.1 BRANDING STRATEGY

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

Program Name: Resources, Skills, and Capacities in Early Grade Reading in Afghanistan

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

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

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

The Task Order will have a program-specific Branding Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Task Order Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in the Contract, the Contractor must clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID's agent. Task Order deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the Graphic Standards Manual, available at www.usaid.gov/branding, or any successor branding policies.

The contractor's branding and marking plan, submitted on TBD, is hereby incorporated into the contract. The plan must be in accordance with ADS 320.

D.2 AIDAR 752.7009 – MARKING (JAN 1993)

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

- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Task Order Contracting Officer; the original shall be retained by the Contractor.

[END OF SECTION D]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 TASK ORDER PERFORMANCE EVALUATION

Task order performance evaluation shall be performed in accordance with the ABE LEARN IDIQ, Section E.2., which is incorporated into this task order by this reference.

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at Afghanistan and other places in the region or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The Task Order Contracting Officer's Representative (TOCOR) listed in Section G.2 has been delegated authority to inspect and accept all services, reports and required deliverables or outputs. Acceptance of services, reports and other deliverables by the TOCOR shall form the basis for payments to the Contractor.

[END OF SECTION E]

SECTION F – DELIVERIES AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The start date of the period of performance of this task order is on the date of signature of the CO, and the period of performance is 20 months.

F.2 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

The Task Order Contracting Officer on this award is:

[REDACTED]
Contracting Officer
USAID/Afghanistan
Email: [REDACTED]

The Task Order Contracting Officer's Representative (TOCOR) and alternate are as follows (TOCOR designation letter will be distributed separately):

The TOCOR and alternate will be designated as stated in Section G.2.

F.3 KEY PERSONNEL

a) The following positions are designated as Key Personnel:

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

The Contractor must make no diversion or replacement of key personnel without the TOCOR's concurrence and the Task Order Contracting Officer's written consent. Before removing, replacing or diverting any of the listed or specified personnel, the Contractor must: (1) notify the Task Order Contracting Officer reasonably in advance and; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) receive written approval from the CO for the proposed personal change.

F.4 PLACE OF PERFORMANCE

The place of performance this Contract is Afghanistan.

F.5 AUTHORIZED WORK DAY/WEEK

No overtime or premium pay is authorized under this Task Order. A six-day work week is authorized.

F.6 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth in AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit to the TOCOR reports, deliverables or outputs, as further described below. All reports and other deliverables shall be in the English language, unless otherwise specified by the TOCOR.

Reports and Deliverables	Due Date	Distribution
Work Plan	As discussed in F.6.1	Electronically to TOCOR
Progress reports	As discussed in F.6.2	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Inventory and Analysis of Available Early Grade Reading Material (C.6 activity 1)	As determined in the final, USAID-approved Work Plan	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Early Grade Reading and School Management Effectiveness and Safety Report (C.6 activities 2 and 3)	As determined in the final, USAID-approved Work Plan	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Reports on Data Sharing and Consultations (C.6 activity 4)	As determined in the final, USAID-approved Work Plan.	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Needs Assessment of Ministerial Capacity (C.6 activity 5)	As determined in the final, USAID-approved Work Plan.	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Meta-Report of the Investigation and Data Collection Processes (C.6 activity 5)	As determined in the final USAID-approved work plan.	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Report on the Potential for Public-Private Partnerships (C.6 activity 6)	As determined in the final, USAID-approved work plan.	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Ad Hoc Reports and Communications (As discussed in F.6.3)	Based on deadlines established and agreed in writing with COR	Electronically to TOCOR
Final Report	As discussed in F.6.4	Electronically to TOCOR, and Alternate TOCOR Electronically to Development Clearinghouse (http://dec.usaid.gov)
Assessor and Supervisor Training (C.6 Activity 2)	As determined in the final, USAID-approved Work Plan	
Pilot Assessment (C.6 Activity 2)	As determined in the final, USAID-approved Work Plan	
National Policy Workshop (C.6 Activity 4)	As determined in the final, USAID-approved Work Plan	
Regional Dissemination Workshop (C.6 Activity 4)	As determined in the final, USAID-approved Work Plan	

F.6.1 WORK PLAN

Chemonics required submitting to USAID/Afghanistan, as a deliverable within one month of contract signature, a refined contractor Work Plan to serve as the basis of contractor implementation and results to be achieved. The Work Plan will include proposed activities, time-frame, implementation of activities, and an itemized and detailed budget. The Work Plan must also describe a plan and timeline for internal monitoring. The final Work Plan will be developed in country by the Contractor and in cooperation with USAID/Afghanistan and the Government of Afghanistan.

The Work Plan must not deviate from contract requirements. All activities planned through this process must be in accordance with the contract Statement of Work and consistent with the approved budget for the contract.

F.6.2 PROGRESS REPORTS

Progress Reports must be submitted before the end of every quarter. The first report shall be submitted by the end of the quarter in which the period of performance starts. The Progress Report must:

- Provide a project overview.
- Provide an executive summary that covers key results and achievements during the reporting period as well as major problems encountered and lessons learned.
- Provide an update on activity implementation that includes a detailed progress narrative and implementation challenges and opportunities.
- Discuss cross-cutting issues such as gender and inclusive development.
- Discuss management and administrative issues, such as constraints and critical issues, personnel changes, proposed adaptations of the activity, and award modifications and amendments (completed and expected).
- Lay out major activities planned for the next quarter.
- Provide financial information, including pipeline analysis and information on sub-awards. The report must include actual and accrued expenditures for the concluding period and projected expenditures for the coming two quarters.
- Provide additional information in annexes, such as success stories, training reports, photos and multimedia, and other relevant documents.

F.6.3 AD HOC REPORTS AND COMMUNICATIONS

Ad hoc reports and communications may include, but are not necessarily limited to, the following:

- Communications: As requested, the contractor shall create activity presentations and assist USAID/Afghanistan in preparing for high-level visitors, including the preparation of briefing materials, strategic planning of site visits, and media participation.
- Miscellaneous: Upon request by the COR, the recipient will submit any cost data, work plans, schedules, highlights of major events, success stories, summary accounts of notable activities, and progress or results reports requested which are relevant to approval, design, implementation, and monitoring of results to satisfy Agency reporting requirements.

F.6.4 FINAL REPORT

A draft final report must be submitted 25 days prior to the award end date, and a final copy due 25 days after the end date. The final report must cover the entire period of the award and include the cumulative findings of the assessments, lessons learned, and recommendations for the implementation of the follow-on early grade reading intervention, and detailed financial and cost analysis/information. It must be grounded in evidence and data.

F.6.5 CLOSE OUT PLAN

The Contractor shall submit a Demobilization Plan for TOCOR approval 90 days before the end of the award. The Demobilization Plan shall include an illustrative Property Disposition Plan, a plan for the phase-out of in-country operations, a delivery schedule for all reports or other deliverables required under the Contract and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the OAA Director/Afghanistan.

F.7 INFORMATION SHARING WITH THE USAID-FUNDED COMMUNITY OF PRACTICE IN EARLY GRADE READING

It is a requirement of this contract that all six technical reports 1) the materials inventory; 2) the early grade reading/SMES; 3) the report on the data sharing and consultations with ministry actors; 4) the assessment of ministry capacity to implement early grade reading reform; 5) the meta report on the data collection and analysis process, and 6) the report on the potential for public-private partnerships be transferred in finalized, electronic copy to USAID's community of practice on early grade reading and the USAID IDIQ COR. USAID will inform the contractor of the address to use for this required submission post-award. Contractors shall copy their USAID TOCOR on this required transfer.

F.8 REQUIRED DATA TRANSFERS TO USAID

Provide data, technical materials, and other information produced in the execution of USAID funded activities.

The Contractor shall provide USAID with data, technical materials, and other relevant materials produced in the execution of this task order. This includes pedagogical materials and other technical inputs developed to support early grade reading outcomes and other task order objectives, as well as data and information needed for reporting under the relevant foreign assistance objectives, areas and elements.

F.8.1 PEDAGOGICAL MATERIALS AND TECHNICAL INPUTS

The Contractor is required to provide pedagogical materials and other technical inputs developed to support early grade reading outcomes and other task order objectives. Examples of technical inputs to be provided to USAID include supplementary readers, assessment instruments, observation tools, training guides, workshop reports, assessment tools, sampling frames, photographs, videos, and other recordings. The Contractor shall transmit technical materials to the TOCOR, and submit them to the USAID Development Experience Clearinghouse (<https://dec.usaid.gov/>).

F.8.2 DATA FOR REPORTING UNDER FOREIGN ASSISTANCE OBJECTIVES

The Contractor is required to provide datasets and codebooks that include data on student learning outcomes and information needed to estimate the number of unique pupils benefiting from program activities over the

life of the program. Implementing partners may be responsible, in collaboration with USAID, for obtaining country level memoranda of understanding that allow for the sharing of the datasets and other data with USAID, as well as public access to the data through the partner organization, where possible.

Within 90 days of the completion of data collection, the Contractor shall transmit requested data to USAID. The transmittal shall be according to the following specifications:

- Datasets shall be complete, clean, and final, and include any derived or secondary variables used to calculate indicator values provided in assessment reports.
- Datasets must be cleansed of Personally Identifiable Information (PII) prior to transmittal to USAID. PII includes any information that could be used to identify an individual student, teacher, or administrator for whom data have been collected.
- Datasets will include all variables included in the initial data collection, with the exception of any data that must be edited or cleaned to protect the privacy and anonymity of students, teachers, or administrators represented in the data.
- If variables are edited or removed in order to protect the privacy and anonymity of research subjects, steps shall be taken to ensure that sufficient information is retained to allow analyses that require grouping students by school, or track schools/students across datasets if appropriate.
- Data must be transmitted along with relevant supporting materials and instruments. This includes questionnaires and other instruments, codebook, data dictionary, information on sample design, setup and weights, assessment reports, performance management plans or other materials that describe the structure of the assessment and/or program, and any other information a researcher may need when working with the data.
- Learning Assessment data can be transmitted in formats including Stata, SPSS, SAS, R, or an open and machine readable format. Supporting documents can be transmitted in MS Office or an open and machine readable format.
- Contractor shall provide information on the number of pupils benefiting from the program, disaggregated by sex and grade for each year that the program is active.
- Datasets will be delivered through email, addressed to the TOCOR. The Contractor may also be directed by USAID to submit data and related documents to a third party site (e.g. <https://sartdatacollection.org>).
- All prerequisites to providing the complete, cleaned datasets must be completed by the implementing partner prior to the provision of the dataset to USAID, such as review and approval by Missions and host country governments, as appropriate.

[END OF SECTION F]

SECTION G – TASK ORDER ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

All questions concerning the administration of this award will be sent to the TOCO.

It is the responsibility of the Contractor to inform the TOCO of requests that affect any and all sections of this award. The TOCO is located at:

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

U.S. Address:

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

G.2 TASK ORDER CONTRACTING OFFICER'S REPRESENTATIVE (TOCOR)

The Task Order Contracting Officer's Representative (TOCOR) will be designated by letter from the Contracting Officer.

G.3 TECHNICAL DIRECTION

(a) Technical Directions are defined to include:

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

(b) The TOCOR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Task Order Contracting Officer, except any action specifically prohibited by the terms of this Contract:

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

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

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

of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 ACCEPTANCE AND APPROVAL

In order to receive payment for costs incurred for services rendered under this contract, such costs and the work performed must be verified and approved by the COR. In order to receive payment of the fixed fee or a portion thereof, all pertinent deliverables must be accepted and approved by the COR. Fixed Fee will be paid only upon completion of deliverables, pursuant to FAR 16.306(d) and FAR 52.246-5, Inspection and Acceptance.

G.5 PAYING OFFICE

The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDevouchers@state.gov. Subject line must read Award No. and name of firm *[to be filled in at time of award]*. 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 must 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
U.S. Embassy
East Compound
Great Masood Road
Kabul, Afghanistan

G.6 CONTRACTOR'S PRIMARY POINT OF CONTACT

██████████
President and CEO
Chemonics International Inc.
1717 H Street, NW
Washington, D.C. 20006
██████████

G.8 ACCOUNTING AND APPROPRIATION DATA

REQ No.	306-15-000079
BBFY:	2013
Fund:	ES-OCO
EBFY:	2014
Program Element:	AO55
Program Area:	A12
SOC:	4100301Dist Code
Amount:	██████████

Total obligated: ██████████

[END OF SECTION G]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. See <http://acquisition.gov/far/index.html> and www.usaid.gov/ads/policy/300/aidar for electronic access to the full text of a clause.

AIDAR PART 752

NUMBER	TITLE	DATE
752.204-2	SECURITY REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7027	PERSONNEL	DEC 1990

H.2 CONSENT TO SUBCONTRACT

In accordance with the 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 product or services specified therein.

1. Afghanistan Development Association (ADA)
2. Just for Afghan Capacity and Knowledge (JACK)
3. RSI Consulting
4. School to School International (STS)
5. Welfare Association for the Development of Afghanistan (WADAN)
6. Services International LLC (SIL)
7. Afghan Public Protection Force (APPF)



The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. In order for the Contractor to receive consent to subcontract; it shall address each of the elements in FAR 44.202-2 for each subcontractor.

H.3 REQUIRED DATA ON PROGRAM COSTS

The Contractor is required to comply with the following cost data collection and reporting parameters:

- The Contractor shall use the ingredients method to document the costs of the intervention and clearly document what is included in the cost calculation.
- The Contractor shall go beyond its own project budget and examine the costs associated with all the ingredients of an activity, including donated resources such as volunteer time, in-kind equipment/infrastructure and services, and any required beneficiary/stakeholder inputs and other unpaid inputs that are often not accounted for in traditional budgets.

- A detailed description of the procedures utilized to value ingredients and the sources of cost data shall be provided.
- Cost data shall identify start-up versus recurrent costs and fixed vs. variable costs.
- Adjustments for inflation and discounting shall be included (as applicable).
- Currency exchange rates shall be documented (as applicable).
- Costs shall be broken down by input (e.g., textbooks) and beneficiary (e.g. per teacher, per pupil) as applicable.
- Documentation of cost variation across different beneficiary groups or geographic intervention areas (if applicable).
- Changes in costs over the life of the project shall be documented.
- All data shall be stored in standard MS Office software.

Collection Frequency for Cost Data: The cost data noted above shall be collected on a continual basis by the Contractor to ensure that the full program costs are captured in accordance with the requirements noted above.

Reporting Frequency for Cost Data: The Contractor shall deliver a summary report and supporting data in Excel format as follows:

- 60 days following completion of the 1st year of the contract.
- 60 days following completion of the 3rd year of the contract (report and data will include Year 2 and 3 of the Contract term).
- 30 days following completion of the final year of the contract (report and data will include Year 4 and 5 of the Contract term).

The costing data shall be sent to info@sartdatacollection.org and sulee@usaid.gov.

H.4 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.5 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.6 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

H.7 VETTING

I. Vetting

The contractor must comply with the requirements of Mission Order 201.05 and any of its supplements. (See Attachment J.1).

The contractor must comply with the requirements of Mission Order 201.05 and any of its supplements (See Attachment J.1).

H.8 CERTIFICATION REGARDING PROVISION OF SUPPORT TO PERSONS ENGAGED IN TERRORISM

Certification Regarding Provision of Support to Persons Engaged in Terrorism:

- (a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:
1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
 2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:
 - (a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : <http://www.instantofac.com/>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.
 - (b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/sc/committees/1267/consolist.shtml>.
 - (c) Before providing any material support or resources to an individual or entity, the Contractor will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - (d) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
 3. For purposes of this Certification:
 - (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."

(b) "Terrorist act" means-

- i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaj.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.

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

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

H.9 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).

H.10 OPEN DATA

In accordance with Executive Order of May 9, 2013, Making Open and Machine Readable the New Default for Government Information, all information collected or created under this project will support downstream information processing and dissemination activities, including using machine readable open formats, data standards and common core and extensible metadata. This data will be easy find, accessible, and usable on the external USAID website.

H.11 DATABASE REPORTING REQUIREMENTS

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

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

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

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

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

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

H.12 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

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

H.13 FACILITIES USED FOR RELIGIOUS ACTIVITIES

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

H.14 SECURITY CLEARANCE

- (a) Contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this Contract for any classified Contract, the requiring office for the Contract must complete a DD 254, have it cleared *by* the Office of Security (SEC), and include it with the Statement of Objective for the classified Contract. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Contract s that do **not** require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.
- (b) In order to be considered for a classified Contract, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this Contract, the Contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be

considered" procedures in Section F of this Contract for any classified Contract if the Contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is awarded in order to be eligible for consideration for a classified Contract. The COR from the office sponsoring the IQC is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TOCOR is responsible for managing the clearance requirements for any classified Contract s.

At the time of award, the Contractor does does not have a Secret level facilities clearance.

The CO is responsible for incorporating the completed and cleared DD254 into a classified Contract.

- (c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Contract s, in accordance with the acknowledgement in (b) above.
- (d) Employees of the Contractor working under this Contract or under a Contract issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.
- (e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.
- (f) In the event the Contractor subcontracts any work to be performed under a classified Contract, the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Contract.
- (g) The Office of Security will issue RRB facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

H.15 NONDISCRIMINATION (JUNE 2012)

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

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity),

national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

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

H.16 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010)

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

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

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

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

KabulAIDSSO@usaid.gov. This notification must provide as many details as are known at the time about the incident.

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

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

H.17 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

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

1. Twenty (20) or more USAID employees are expected to attend.

2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

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

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

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

H.18 FRAUD REPORTING

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

H.19 ENVIRONMENTAL COMPLIANCE

The contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations. See Attachment J.6.

Environmental Mitigation and Monitoring Plan (EMMP)

- 1) 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/who-we-are/agency-policy/series-200>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.
- 1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
- 2) An Initial Environmental Examination (IEE) [see Attachment J.7] has been approved for this program's funding this RFP. The IEE covers activities expected to be implemented under this contract. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor will be responsible for implementing all IEE conditions pertaining to activities to be funded under this contract.
- 3) 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 3b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.

- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
 - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor must, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.
 - 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- 5)
 - 5a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.
 - 5b) Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.
 - 5c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.

H.20 ELECTRONIC PAYMENTS SYSTEM

1. Definitions:

- a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
 - b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
 3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

- b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>."

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

(a) Definitions. For the purpose of submissions to the DDL:

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

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

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

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

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

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

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

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

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

H.22 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

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

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

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

H.23 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.24 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE

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

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

H.25 INSURANCE AND SERVICES

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

- (1) AON Risk Insurance Services West, Inc.
199 Fremont St., Suite 1400
San Francisco, CA 94105

Hours: 8:30AM to 5:00PM, Pacific Time

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

Secondary Contact: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

OR

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

Hours: 8:30AM to 4:00PM., Eastern Time

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

Secondary Contact: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

In compliance with new Agency guidelines, Contractors will be required to submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

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



H.26 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

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

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

H.27 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

- (a) Limitations:

- (1) Salary ranges for all local professional positions under this contract will be established based on the market value of the position in the country of contract performance. The established range must be realistic and reasonable for the responsibilities of each position and will not be based on the salary history or the qualifications of the candidate selected. Upon establishment of the salary ranges of the professional positions, an appropriate candidate will be selected based on the qualifications sought for that position and the Contractor's personnel practices. That individual's salary will be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor will avoid "rank-in-person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds 2% percent of the individual's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding five (5) years, the cognizant Contracting Officer's approval is required.
- (2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/salary-tables/pdf/2014/ES.pdf>, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

- (b) Salaries During Travel:

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

- (c) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return the employee promptly to the point of origin by the most direct and expeditious air route.

- (d) Annual Salary Increases:

Annual salary increase (of any kind -- cost of living, merit, promotion increase, or any other type) of not more than 2% cumulatively may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding

these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants:

Consultants, unless they are employees of the Contractor, are subject to vetting per Mission Order 201.05.

(f) Initial Salaries:

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

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

(g) Work Week:

(1) Non-overseas Employees

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

(2) Overseas Employee

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

A six (6) day work week is approved for this contract. No overtime or premium pay is authorized under this Contract for overseas employees.

(h) Definitions:

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states otherwise, these terms do not include any other elements of personal compensation described in the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR 31.205-6(a) and includes fees and honoraria related to the personal services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.28 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

(a) Vacation leave.

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

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

- (2) Leave taken during the concluding weeks of an employee's tour will be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a)(3) of this clause.
- (3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a)(1) and (2) of this clause will be forfeited unless the requirements of the project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:
- (i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a)(2) of this section, or
 - (ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

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

(c) Home leave.

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

under the contract if the Mission Director has approved in advance. Home leave must be taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States; any days spent elsewhere will be charged to vacation leave or leave without pay.

- (3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:
 - (i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;
 - (ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and
 - (iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.
 - (4) The period of service overseas required under paragraph (c)(2) or paragraph (c)(3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days of vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.
 - (5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.
 - (6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.
 - (7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.
- (d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.
 - (e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not

limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

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

H.29 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

- (a) Contractors must provide MEDEVAC service coverage to all U.S. citizens, U.S. resident alien, And Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract.

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

- (b) Exceptions.
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.30 USAID DISABILITY POLICY (DEC 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://www.usaid.gov/about_usaid/disability/
- (b) USAID therefore requires that the Contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the Contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

H.31 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of goods and services is 937. For participant training activities, the authorized geographic code is 935, in accordance with Mission Order No. M.O.253.01. dated June 20, 2010.

H.32 EXECUTIVE ORDERS ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws.

FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

H.33 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

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

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

Information Technology

- (1) The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.
- (2) The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- (3) Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

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

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

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

H.34 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

H.35 SUBCONTRACTING REQUIREMENTS

- (a) Definitions: As used in this clause, "Principals" means the owner/president and all other individuals with a financial interest in the subcontractor, the program manager, project manager, and site foreman.
- (b) It is USAID's objective under this contract to promote competitive, transparent and appropriate local subcontracting with legitimate, competent and fully vetted subcontractors. Contractor will assure that all subcontractors and lower-tier subcontractors are actively engaged in the performance of subcontracted work. Contractor will assure that subcontract "brokering" does not occur under this contract and that all subcontractor and lower-tier subcontractors self-perform appropriate portions of the subcontracted work. To promote the foregoing objectives, USAID may limit the number of "tiers" that Contractor may subcontract.
- (c) Therefore, in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor will notify the Contracting Officer in writing of Contractor's intent to subcontract and obtain Contracting Officer's approval to award said subcontract(s).
- (d) Contractor's notification and request for approval to subcontract will include the following information:

- (i) Subcontract number and title (or a general description of the subcontract work);
- (ii) Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower-tier subcontractors (regardless of dollar amount or percentage of work to be performed);
- (iii) The total value of the work and total value of the work to be self-performed by the subcontractor;
- (iv) A copy of Afghan business license (Afghan firms only);
- (v) Subcontractor and lower-tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
- (vi) Identification information for the subcontractor and lower-tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and
- (vii) A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower-tier subcontractor.
- (viii) Written documentation confirming Contractor has vetted all proposed subcontractors and lower-tier subcontractors at the following websites:

<https://www.sam.gov/>

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

<http://www.un.org/sc/committees/1267/consolist.shtml>

- (e) The Contractor shall perform with its own organization, at least 15 percent of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower-tier subcontractors of work which is only administrative in nature shall not meet the requirements of this clause.
- (f) The contractor and all its subcontractors and lower-tier subcontractors shall maintain payrolls and basic personnel records for all personnel working under the contract. Said records shall be made available to the government during contract performance and for 5 years after contract completion. The records shall contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (g) Subcontracts. The contractor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The contractor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.
- (h) The contracting officer's approval to subcontract, to include approval of lower tier subcontracts, does not constitutes a determination —
 - (i) Of the acceptability of any subcontract terms or conditions;
 - (ii) To relieve the Contractor of their responsibility as the prime contractor for all performance under this contract.
 - (iii) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum extent practical.
- (i) Submission of false information required by this clause or non-compliance with the requirements of the clause shall be considered a material breach of the contract.

H. 36 SUB-AWARD REQUIREMENTS (MARCH 2012)

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

- (b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second tier sub-award" is a direct award between the first-tier sub-awardee and its subawardee (the "second-tier sub-awardee").
- (c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent subawardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that subawardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a subaward and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.
- (d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.
- (e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:
 - (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
 - (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
 - (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;
- (f) Provisions for specific contract types:
- (g) For purposes of calculating tiers, the following will not be considered a tier:
 - (i) subsidiaries of the awardee;
 - (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
 - (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
 - (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
 - (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.
- (h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

H.37 REPORTING OF FOREIGN TAXES (JULY 2007)

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

Mission Controller
USAID Afghanistan
Great Masood Road
Kabul, Afghanistan
- (e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.

(f) For further information see <http://www.state.gov/s/d/rm/>.

H.38 LOGISTIC SUPPORT

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

H.39 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (APR 2014) (incorporated by reference in Section I), the Contracting Officer hereby delegates authority to respective COR(s) to provide approval for all international travel directly funded by USAID and explicitly identified in the final, negotiated budget. Travel must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount in the contract or in the Contract (s). The Contractor will retain for audit purposes a copy of each travel approval.

The Contractor will therefore present to the cognizant COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The COR's prior written approval must be kept with contract files. Contractor will, at least one week prior to commencement of approved international travel, notify the cognizant Mission, with a copy to the COR, of planned travel, identifying the travelers and the dates and times of arrival.

Travel not expressly identified and incorporated into the budget must be submitted to the CO thru the COR for approval.

H.40 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

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

accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

H.41 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)

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

Accordingly, before a Contractor (including a PSC* or a Contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.)

The Contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and the Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

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

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

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

H.42 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this contract will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an

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

H.43 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

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

H.44 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.45 DISCLOSURE OF INFORMATION (AIDAR)

- (a) Contractors are reminded that information furnished under this contract may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H. 46 USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT

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

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

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

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

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

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

Submission Requirements for Development Experience Documents (Sept 2013)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the contracting officer representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience. These reports include: Assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that:

(i) Describe the planning, design, implementation, evaluation, and results of development assistance; and

(ii) Are generated during the life cycle of development assistance programs or activities.) The contractor must also submit copies of information products including 03/16/2015 Full Revision 112 training materials, publications, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

(A) Time-sensitive materials such as newsletters, brochures or bulletins.

(B) The contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

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

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

<https://dec.usaid.gov>.

(1) Standards.

- (i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
 - (ii) All submissions must conform to current USAID branding requirements.
 - (iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973. (iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. (v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/recordsmgmt/initiatives/transfer-to-nara.html>).
- (2) Essential bibliographic information. Descriptive information is required for all contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID contracting officer's representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and internet address of the submitting party.

[END OF SECTION H]

SECTION I – CONTRACT CLAUSES

I.1 REFERENCE

Assistance to Basic Education Learn to Read Now (ABE LEARN) IDIQ – PART II – CONTRACT CLAUSES, SECTION I – CONTRACT CLAUSES is hereby incorporated into this task order by this reference.

I.2 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATION AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

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

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

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

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

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

(b) *General.*

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

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission—

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

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

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

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Process through the departure center designated in the contract or complete another process as directed by the Task Order Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Task Order Contracting Officer; and
- (3) Process through a reception center as designated by the Task Order Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

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

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

(k) *Military clothing and protective equipment.*

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

with force protection measures.

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

(l) *Evacuation.*

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

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

(m) *Personnel recovery.*

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

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

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

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

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

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

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

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

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

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

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

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

(1) In a designated operational area during—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or
- (2) When supporting a diplomatic or consular mission—
 - (i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or
 - (ii) That the Task Order Contracting Officer has indicated is subject to this clause.

(End of clause)

I.3 AAPD 10-04 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

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

(End of Provision)

[END OF SECTION I]

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

- J.1** MISSION ORDER 201.05 - VETTING
- J.2** PARTNER INFORMATION FORM
- J.3** REGISTRATION AND TAX EXEMPTION GUIDANCE
- J.4** SECURITY PLAN GUIDANCE
- J.5** INITIAL ENVIRONMENTAL EXAMINATION

[END OF SECTION J]

**MISSION ORDER
USAID MISSION FOR AFGHANISTAN**

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

I. PURPOSE

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

II. DEFINITIONS

As used in this Mission Order, including the Appendices:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. AUTHORITIES AND REFERENCES

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

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

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

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

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

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

IV. ADDITIONAL BACKGROUND INFORMATION

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

V. PROCEDURES FOR VETTING

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

VI. EFFECTIVE DATE

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

Acting Mission Director



Date: 7/8/13

IX. APPENDICES

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

Appendix A: Vetting Procedures

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

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

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

2. Further Rules on Applicability:

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

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

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

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

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

4. Obtaining Data Needed for Review:

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

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

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

5. Notification of Determination:

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

6. Duration of Approval:

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

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

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

7. Risk-Based Vetting:

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

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

Appendix B: USAID Information Form

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable, currently valid licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		
b. Address (include village/town/city, state/county/province, and country):		
c. Telephone:	d. Fax:	e. Email:
6. Information on Key Individuals associated with the organization named in 5 above who are <u>not U.S. citizens or permanent legal residents</u> , or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
Part II: Contractor/Grantee/Recipient Certification: (to be completed by Prime Awardee chief of party, program director or their designee)		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		
Project name		
Date submitted for screening		

USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan.

Part I

Question 1 – Self-explanatory

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

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

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

Question 5 a-i – Self-explanatory.

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

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

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

Part II

The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, read the certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section will be completed by the USG vetting official.

Appendix C: Notional language for Notification Letters

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

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

Notice of Eligibility

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

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

Dear Implementing Partner:

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

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

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

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

Sincerely,

Kabul Vetting Support Unit

Notice of Ineligibility

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

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

Dear XXX:

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

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

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

Sincerely,

[CO/AO]

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

Notice of Non-consent

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

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

Dear Implementing Partner:

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

Sincerely,

[CO/AO]

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

Notice of Eligibility

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

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

Dear XXX:

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

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

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

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

Sincerely,

Kabul Vetting Support Unit

Cc: [prime awardee]

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

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

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

Dear XXX:

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

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

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

Sincerely,

[CO/AO]

Cc: [prime awardee]

Appendix B: USAID Information Form

Part I: Information About Proposed Activities (all parts mandatory)			
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable, currently valid licenses to do business in Afghanistan)			
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other			
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:			
4. Purpose of proposed award or assistance:			
5. Organization proposed to receive award or other assistance:			
a. Name:			
b. Address (include village/town/city, state/county/province, and country):			
c. Telephone:		d. Fax:	e. Email:
6. Information on Key Individuals associated with the organization named in 5 above who are <u>not U.S. citizens or permanent legal residents</u> , or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.			
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**	
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):	
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**	
Current employer and job title:		Occupation:	
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)	
Email: Phone:	Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>		
Part II: Contractor/Grantee/Recipient Certification: (to be completed by Prime Awardee chief of party, program director or their designee)			
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.			
Name:		Signature:	
Title/Organization:		Date:	
Part III: Submission details (to be completed by USG vetting official)			
Vetting request number			
Staff member who initiated request			
Project name			
Date submitted for screening			

**USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(Use additional continuation sheets as necessary):**

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan.

Part I

Question 1 – Self-explanatory

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

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

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

Question 5 a-i – Self-explanatory.

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

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

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

Part II

The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, read the certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section will be completed by the USG vetting official.

ATTACHMENT J.3: REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN

July 21, 2013

The purpose of this information sheet is to provide guidance to partners on how to register to legally operate in Afghanistan and to provide guidance on applicable tax exemptions. The information provided in this document should not substitute for each implementing partner seeking its own registration and tax advice. USAID expects each of its implementing partners to fully comply with the laws of the Islamic Republic of Afghanistan (IRoA).

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

I. REGISTERING AS AN NGO

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

What is an NGO under the laws of Afghanistan?

An "NGO" is a domestic or foreign non-governmental, non-political and not-for-profit organization.¹ A foreign NGO is established outside of Afghanistan according to the laws of a foreign government.

How to Register an NGO in Afghanistan?

NGOs are registered by the NGO Department within the IRoA Ministry of Economy (MoE), which is responsible for both registering and supervising NGOs. There are two key laws that govern the establishment, registration and operations of civil society organizations: the Law on Social Organizations enacted November 2002 and the Law on Non-Governmental Organizations enacted June 2005.²

For NGOs receiving USAID funds, the entity must first proceed to the Ministry of Foreign Affairs (MoFA) with a letter from Economic Section of the U.S Embassy in Kabul introducing the organization as a USAID-funded organization to the MoFA for registration. USAID IPs should request such letters through USAID. The MoFA then sends the information to the MoE to register the entity as an NGO. According to the Afghanistan NGO Law³, an NGO must submit a semi-annual activity report and an annual activity report to the MoE. Failure to submit the reports could result in the dissolution of the NGO. The semi-annual report should be prepared in one original and three copies for submission to the central and regional offices of the MoE. In addition, an NGO must provide its annual financial statements/reports, prepared in accordance with international auditing standards, to the MoE.

How to register For-Profit Entities?

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

¹ Article 5.1.2.3.4.5 Afghanistan NGO Law

² Articles 11, 18 & 27 Afghanistan NGO Law

³ Articles 27 & 31 of Afghanistan NGO Law

To register, the for-profit entity must first proceed to the MoFA with a letter from Economic Section of the U.S Embassy in Kabul (through USAID) introducing the organization as a USAID-funded organization to the MoFA for licensing at AISA.⁴ The MoFA then sends the information to AISA to license the entity as a for-profit entity. The implementing partner collects and completes the AISA forms and submits them to the licensing department of AISA. AISA then sends a letter to the Ministry of Finance (MoF) requesting information on whether the organization is exempt from taxes in accordance with our bilateral agreement with the GIRoA.

Once the AISA forms are completed, information on the organization is also sent to the Central Business Registry (CBR) for registration. The CBR is a "one stop shop" to register businesses combining all of the functions previously done by the Commercial Court, the Ministry of Justice (MoJ) and the MoF. The CBR facilitates the registration process for all businesses. The CBR issues the partner a Tax Identification Number (TIN)⁵, registers the business and publishes the information in the Official Gazette of the MoJ. The partner receives a registration number from the CBR which then allows AISA to issue the license. For more information on licensing at AISA, please visit www.aisa.org.af or contact [REDACTED]

II. TAXES

A. Tax Exemptions under Afghanistan Tax Law

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

B. Annual Tax Filing

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

C. Tax Exemptions for USAID Partners

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

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

⁵ TIN: Individuals, companies and organizations which are, according to the Income Tax Law and the Customs Law, required to pay taxes or customs duties; social, non profit and welfare organizations which are required to withhold taxes from the salaries or wages of their employees are required to have a TIN.

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

D. Withholding Tax on Subcontractor

In March 2009, a new provision was added to the Tax Law. Article 72 provides for a withholding tax on subcontractors. Subcontractors, who are not registered with AISA and that provide supplies, materials, construction and other services under contract, are subject to a 7% fixed tax in lieu of income tax. This tax is withheld from the gross amount payable to the subcontractor. However, subcontractors, who are registered with AISA and provide the services listed above, are subject to a 2% withholding tax. The tax withheld is creditable against subsequent tax liabilities for the subcontractor.

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

Subcontractors, subject to this Article are required, upon signing the subcontract, to send a copy of the subcontract to the Medium Tax Office. Natural persons who earn taxable salaries are excluded from this provision. Under the USAID Tax Exemption language in our SOAGs, the withholding only applies to national subcontractors, i.e. Afghan subcontractors.

Foreign subcontractors are exempt from such withholding. However, USAID prime contractors/partners are not exempt from withholding this tax on their Afghan subcontractors. The SOAG exempts non-national organizations and persons from the withholding – not Afghan organizations or Afghan citizens.

Foreign/International subcontractors to USAID prime contractors are exempt from taxes under the SOAGs, similar to their prime contractors. However, the legal division of the Afghanistan Revenue Department (ARD) must issue a letter (exemption certificate) to each exempt subcontractor in order to effect the exemption for administrative purposes under Afghan law. In other words, each subcontractor must have an official exemption letter from the ARD. To obtain the exemption certificate, the prime contractor submits a letter to the ARD Legal Department on behalf of its subcontractors requesting the exemption, i.e. a private ruling. A copy of the subcontractors cover sheet to its contract must be included with the request. The Legal Department of ARD has copies of the SOAG, so it is not necessary to provide the SOAG as an attachment. The letter however should reference that the prime and the subcontractor are implementing a USAID activity under the applicable SOAG. The Legal Department will review the documents and issue a letter confirming exemption. If the exemption letter is not issued by ARD, the subcontractors will not be exempt from tax.

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

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

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

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

- If the monthly rent is more than Afs.10, 000 (\$200) and less than Afs.100, 000 (\$2000) - 10 percent.
- If the monthly rent is more than Afs.100, 000 (\$2000) -15 percent.

The law requires the renter to withhold the tax on behalf of the landlord. The rental property tax is a tax on the landlord not on the renter. The withholding is merely transferring a part of the landlord's income (the rent) to the GIROA to cover the tax. It is up to the lease or rental agreement between the landlord and the renter to address how the private parties address the withholding. There is no requirement that the landlord pass the tax along to the renter. The parties can agree however that the renter will remit the landlord's tax on behalf of the landlord.

Whatever the arrangement between landlord and renter, the USAID tax exemption is not applicable since the tax is on the landlord.

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

In Afghanistan, there is an income tax on organizations and individuals. There is also a business receipts tax (BRT) which is a type of income tax on gross receipts of for-profit organizations.

The tax exemption described above exempts all non-Afghan national implementing partners (both organizations and individuals) from paying taxes on their income, profits, or property. This includes social security or other similar type of taxes. The exemption does not extend to Afghan nationals. USAID implementing partners are required to withhold income tax on their Afghan national employees⁶ and subcontractors including BRT⁷. The BRT is a tax which is collected from total gross income (sales) before any deduction. The exemptions are not applicable to Afghan organizations even though they are receiving USAID funds. Once again, however, it should be noted that the exemption only applies to USAID funds. Funds received by organizations or individuals that cannot be tracked back to USAID is not subject to the exemption. If organizations or individuals are receiving funds for assistance activities from other donors or other U.S. Government agencies, they should check with those donors or other U.S. Government agencies to see if any tax exemptions are applicable to such funds.

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

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

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

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

⁶ The income tax of legal persons is 20 percent of its taxable income in the fiscal year

From Afs.0 to Afs.5,000 monthly - 0%

From Afs.5,001 to Afs.12,500 - 2%

From Afs. 12,501 to Afs. 100,000 - 10% + Afs. 150 fixed amount

From Afs. 100,000 above - 20% + Afs. 8,900 fixed amount

⁷ BRT is imposed on natural persons who provide goods or services in exchange for consideration and whose revenue from such sales is 750,000 Afghanis or more per quarter of the year

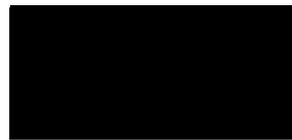
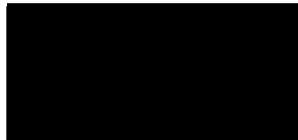
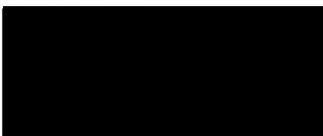
To the extent that such taxes are imposed, the tax exemption will apply for goods and services purchased for use in activities financed by USAID. To the extent the purchase of a good or service would not be an allowable cost under an implementing partner's agreement with USAID, the exemption would not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

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

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

If an implementing partner has any question about whether its payment of a tax under its agreement with USAID would be an allowable cost under its grant or contract, it should check with its USAID Contract or Agreement Officer for clarification.

For questions, you may contact the following persons at the USAID Regional Legal Office:



SOAG TAX EXEMPTION PROVISION

Section B.4. Taxation

- (a) General Exemption: The Agreement is a program agreement under the terms of the Point Four General Agreement for Technical Cooperation, dated as February 7, 1951, between the grantee and the USG, and the assistance thereunder is free from any taxes imposed under laws in effect in the territory of the grantee.
- (b) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to , but is not limited to 1) any activity, contract, grant of other implementing agreement financed by USAID under this agreement, 2) any transaction or supplies, equipment, materials, property or other goods (hereinafter collectively "goods") under (1) above, 3) any contractor, grantee, or other organizations carrying out activities financed by USAID under this agreement, 4) any employee of such organizations, and 5) any individual contractor or grantee carrying out activities financed by USAID under this agreement.
- (c) Except as provided otherwise in this provision, the General Exemption in subsection (a) applies to , but is not limited to the following taxes:
 - 1) Exemption 1. Customs duties, tariffs, import taxes, or other levies on the importation, use and re-exportation of goods or the personal belongings and effects (including personally-owned automobiles) for the personal use of non-national individuals or their family members. Exemption 1 includes, but is not limited to; all charges based on the value of

such imported goods, but does not include service charges directly related to services performed to transfer goods or cargo.

- 2) Exemption 2. Taxes on the income, profits or property of all 1) non-national organizations or any type, 2) non-national employees of national and non-national organizations, or 3) non-national individual contractors and grantees. Exemption 2 includes income and social security taxes of all types and all taxes on the property, personal or real, owned by such non-national organizations or persons. The term "national" refers to organizations established under the laws of the grantee and citizens of the grantee, other than permanent resident aliens in the US.
 - 3) Exemption 3. Taxes levied on the last transaction for the purchase of goods or services financed by USAID under this agreement, including sales taxes, value-added taxes (VAT), or taxes on purchases or rentals of real or personal property. The term "last transaction" refers to the last transaction by which the goods or services were purchased for use in the activities financed by USAID under this agreement.
- (d) If a tax has been levied and paid contrary the provisions of and exemption, USAID may, in its discretion, 1) require the Grantee to refund to USAID or to others as USAID may direct the amount of such tax with funds other than those provided under the agreement, or 2) offset the amount of such tax from amounts to be disbursed under this or any other agreement between the parties.
 - (e) In the event of a disagreement about the application of an exemption, the Parties agree to promptly meet and resolve such matters, guided by the principle that the assistance furnished by USAID is free from direct taxation, so that all of the assistance furnished by USAID will contribute directly to the economic development of the country of the Grantee.

Attachment 2
Embassy Consular Office Delegation Letter



Embassy of the United States of America

January 18, 2010

Protocol Department
Ministry of Foreign Affairs
Islamic Republic of Afghanistan

To Whom It May Concern:

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

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

Sincerely,

[Redacted Signature] 

[Redacted Address]

ATTACHMENT J.4: GUIDANCE IN DEVELOPING A SECURITY PLAN

Usually security plans are based on a security assessment which identifies; credible threats, existing vulnerabilities and provides a mitigation strategy.

Some of the components of a security plan can include, but not limited to:

- Flow chart of security and company personnel
- Communications
- Access control, ID badging & key control
- Operating at different threat levels
- Standard operating policies & procedures
- Training, drills & exercises
- Restricted and controlled areas
- Monitoring & intrusion detection equipment (i.e., CCTV...)
- Lighting & emergency power
- Diagram of the facility
- ANNEX or Addendums with other SOPs, Contingency and/or Emergency Plans

It is the Offeror's responsibility to choose what assessment methodology and type of guidelines it will follow in the development of its security plan.



USAID | AFGHANISTAN
FROM THE AMERICAN PEOPLE

INITIAL ENVIRONMENTAL EXAMINATION (IEE)

PROGRAM/ACTIVITY DATA
Amendment No. 1

PROGRAM/ACTIVITY DATA

Country Code and AO: 306-03
Strategic Objective Name: Equitable access to quality, relevant education increased
Program Objective: Education and Health
Program Area: Education
Program Element: Basic Education
Country or Region: Afghanistan
Activity Name: Basic Education, Learning and Training (BELT)
Funding Begin: 10/2011 **Funding End:** 11/2020
LOP amount: [REDACTED]
IEE Amendment (Y/N): Y
Original: OAPA-12/NOV-AFG-0006, approved 11/20/2011
IEE Prepared by: [REDACTED]

ENVIRONMENTAL ACTION RECOMMENDED: (Place X where applicable)

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

1.0 PURPOSE

1.1 Purpose and Scope of the Amended IEE

The original IEE was approved by the Office of Afghanistan Pakistan Affairs Bureau Environmental Officer (BEO/OAPA) on November 20, 2011. The purpose of this Amendment No 1, in accordance with 22 CFR 216, is to duly and in a timely manner account for: 1) extension of the period of performance from October 2014 to November 2020; 2) increase of the Life of Project (LOP) amount from [REDACTED]; 3) expansion of activities under the Community Based Education (CBE) component to include a [REDACTED] to UNICEF; 4) addition of Early Grade Reading and Access activities; and 5) de-scope of IR 3.3 "Employment of youth increased" to implement youth literacy and technical and vocational education and training (TVET) activities. The scope and nature of all other approved activities remain the same. All conditions, limitations and revisions approved in the original IEE remain in force for the extended LOP duration and the funding level.

1.2 Background and Activity Description

The Basic Education, Learning, and Training (BELT) project will continue to provide on and off budget funding to strengthen administrative, financial, procurement, project planning and monitoring and evaluation (M&E) capacity of the Ministry of Education (MoE); increase the availability of teaching and learning resources in MoE schools; increase equitable access to quality formal and non-formal classes for out-of school children especially girls through the implementation of Community Based Education (CBE); enhance professional skills of teachers and school administrators; and improve delivery of early grade reading instruction to target students.

When USAID/Afghanistan created the Transformational Strategy 2014-2024, the BELT project was placed under Development Objective (DO) 2, "Gains in Health, Education and the Empowerment of Women Maintained and Enhanced." Under this DO, the updated and enhanced BELT project will accomplish results under Intermediate Result (IR) 2.2: "Equitable Access to Quality, Relevant Education Increased and Sub-IR 2.2.1 Reading and Numeracy Skills Improved.

To better align with the Agency strategy in education, the "L" in the BELT project name will change to "learning" (rather than "literacy") and the mention of technical and vocational education and training in the project name will be removed and included under the Higher Education portfolio.

2.0 RECOMMENDED THRESHOLD DECISIONS

Under the teacher and school administrators training component, BELT will be implemented on-budget and managed by the World Bank through the ARTF Education Quality Improvement Project II (EQUIP II). The ARTF receives BELT funds, which are preferenced to support nationwide pre- and in-service teacher and school administrator training and professional development. Through this amendment, USAID will include additional funds to expand results throughout the describe activities.

Activities	Effects on natural or physical environment	Recommended Threshold Determination
Expansion of Teacher and Professional development activities (incremental funding to World Bank)	None	Categorical Exclusion per 22 CFR 216.2 (c)(2)(i) Education, technical assistance, or training programs

Under the CBE component, two elements will be changed: 1) additional funds to UNICEF to provide programmatic and fiduciary oversight of the MoE Global Partnership for Education (GPE) program; 2) a \$50- \$75 million grant for UNICEF to expand and scale up the CBE, Accelerated Learning Programs (ALP) and the provision of appropriate teaching and learning materials to these non-formal classes. Similar activities as approved for Categorical Exclusion in the original IFE will be implemented under CBE.

Activities	Effects on natural or physical environment	Recommended Threshold Determination
Expansion of Community Based Education through a grant to UNICEF	None	Categorical Exclusion per 22 CFR 216.2 (c)(2)(i) Education, technical assistance, or training programs

In addition, a new activity to improve delivery of reading instruction at the early grades and access to the formal schools is under design and will include seven interventions: (1) increasing the availability and use of effective and technically sound reading materials; (2) enhancing teacher effectiveness in using evidence-based reading instructional approaches; (3) strengthening teacher support and coaching by head teachers and district monitors; (4) engaging parents and communities in the process of improving access and reading skills; (5) establishing systems for early grade reading assessments; (6) strengthening school management; and (7) community-driven initiatives to improve access (small-scale constructions, advocacy campaigns and supporting activities from the approved original IEF).

Activities	Effects on natural or physical environment	Recommended Threshold Determination
Improved Early Grade Reading and Access component which includes: (1) increasing availability and use of effective and technical sound reading materials; (2) enhancing teacher effectiveness in using evidence-based reading instructional approaches; (3) strengthening teacher support and coaching by head teachers and district monitors; (4) engaging parents and communities in the process of improving access and reading skills; (5) establishing systems for early grade reading assessments; and (6) strengthening school management and (7) community-driven initiatives to improve access (small-scale constructions, advocacy campaigns)	None	Categorical Exclusion per 22 CFR 216.2 (c)(2)(i) Education, technical assistance, or training programs

3.0 ENVIRONMENTAL RECOMMENDATIONS

3.1 Categorical Exclusion

- a) **Recommended Action: Categorical Exclusion** (estimated 80% of funding)

BEIT activities for training, technical assistance, community outreach, research and assessment programs, and other similar types do not have an effect on the natural and physical environment

fit within the categories listed in 22 CFR 216.2 (c)(2) and are categorically excluded from any further environmental review requirements. The originator of the proposed action has determined the proposed activities are within the following classes of actions:

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

b) Recommended Action: *Negative Determination with Conditions* (estimated 20 percent of funding)

The following BELT activities, as per approved original IEE, are small-scale: schools renovation and rehabilitation, provision of primary school textbooks and other teaching and learning materials (TLMs) improved access to schools. These activities are expected to have a minor or insignificant effect on the natural and physical environment mitigated with appropriate measures outlined in an Environmental Mitigation and Monitoring Plan (EMMP).

The proposed action is the relevant implementers provide evidence that: (1) textbooks and TLMs are free from lead and other toxic chemicals, (2) equipment, commodities, and materials procured for small-scale construction activities are used safely, and (3) all applicable national and international environmental laws are followed. The relevant implementers will develop an EMMP to be reviewed and approved by the On-Budget Monitor/Contracting Officer's Representative (COR)/Agreement Officer's Representative (AOR) and Mission Environmental Officer (MEO) in consultation with the Regional Environmental Advisor (REA/ Asia, SCA & OAPA). No on-site activities shall commence before the EMMP is approved by the A/COR and MEO, and the EMMP shall be implemented during the subject work. The Standard Conditions List may be used as a guide in developing the EMMP (see at: <http://www.usaidgms.org/>)

4.0 REVISIONS

Pursuant to 22 CFR 216.3(a)(9), if new information becomes available indicating activities funded by the project might be "major" and the project's effect "significant," or if additional activities are proposed that might be considered "major" and the effects "significant," this IEE will be reviewed and revised by the originator of the project and submitted to the Bureau Environmental Officer (BEO) for approval and, if appropriate, an environmental assessment will be prepared. It is the responsibility of the USAID On-Budget Monitor/COR/AOR to keep the Mission Environmental Officer, USAID/Afghanistan and the BEO/OAPA timely informed of any new information or changes in scope and the nature of the approved activities might require revision of the Threshold Decisions and amendment of the IEE.

APPROVAL OF RECOMMENDED ENVIRONMENTAL ACTIONS

Basic Education, Learning, and Training (BELT) IFI: Amendment 1

CLEARANCES:

Basic Education Team Leader/OSSD

August 23, 2014
Date

Acting Office Director/OSSD

August 23, 2014
Date

Acting Mission Environmental
Officer

August 25, 2014
Date

Regional Environmental
Advisor / Asia & OAPA

August 25, 2014
Date

Regional Legal Advisor

August 26, 2014
Date

Executive Secretary

August 27, 2014
Date

Deputy Mission Director

August 27, 2014
Date

Mission Director

8/28/14
Date

APPROVAL

Bureau Environmental Officer,
OAPA

8/28/14
Date

OAPA Tracking #: OAPA-14-AUG-AFG-0063

DISTRIBUTION: MEO, COR/AOR, OAA, RIA

APPROVAL OF RECOMMENDED ENVIRONMENTAL ACTIONS

Basic Education, Learning, and Training (BELT) IIE Amendment 1

CLEARANCES:

Basic Education Team Leader/OSSD

August 23, 2014
Date

Acting Office Director/OSSD

August 23, 2014
Date

Acting Mission Environmental
Officer

08-25-2014
Date

Regional Environmental
Advisor / Asia & OAPA

08-25-2014
Date

Regional Legal Advisor

Date

Executive Secretary

Date

Deputy Mission Director

Date

Mission Director

Date

APPROVAL

Bureau Environmental Officer,
OAPA

Date

DISTRIBUTION: MFO, COR, AOR, OAA, RLA