

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 56
2. CONTRACT NUMBER AID-OAA-I-12-00035/ AID-306-TO-15-00065	3. SOLICITATION NUMBER SOL-306-15-000026	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFPTOP)		5. DATE ISSUED See Number 28	6. REQUISITION/PURCHASE NO. REQ-306-15-000156
7. ISSUED BY Office of Acquisition & Assistance (OAA) USAID/Afghanistan Great Massoud Road, Kabul, Afghanistan		CODE	B. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until _____ local time _____
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Margaret Rukwaro	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. +93 70011 4343 4343			C. E-MAIL ADDRESS mrukwaro@state.gov
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11. TABLE OF CONTENTS

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

OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input type="checkbox"/>	10 CALENDAR DAYS(%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of SOLICITATION for offerors and related numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
	01	3/16/2015			

15A. NAME AND ADDRESS OF OFFEROR	CODE	06-678-1956	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
Chemonics International Inc. 1717 H Street NW Washington D.C. 20006-3900				Susanna Mudge President and CEO

15B. TELEPHONE NUMBER	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	18. OFFER DATE
AREA NUMBER EXT. CODE 202.955.3300			July 26, 2015

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT \$22,130,033	21. ACCOUNTING AND APPROPRIATION See Section G.5	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304(c) (1) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) See Section G.6	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY See Section B.5 of IDIQ	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Michael Capobianco	27. UNITED STATES OF AMERICA <i>Michael Capobianco</i> (Signature of Contracting Officer)	28. AWARD DATE 7/27/15	

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

STANDARD FORM

Contents

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST 5

B.1 PURPOSE5

B.2 TASK ORDER TYPE5

B.3 PRICE SCHEDULE AND OBLIGATED AMOUNT5

B.4 LABOR.....6

B.5 OTHER DIRECT COSTS (MATERIALS)11

B.6 INDIRECT COSTS (APPLICABLE TO ODC)11

B.7 CEILING ON INDIRECT COST RATES (APPLICABLE TO ODC).....12

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW) .. 13

C.1 INTRODUCTION13

C.2 PROJECT COMPONENTS AND EXPECTED RESULTS13

C.3 CROSS CUTTING REQUIREMENTS17

C.4 KEY PERSONNEL.....18

C.5 MONITORING AND EVALUATION20

C.6 KNOWLEDGE MANAGEMENT20

SECTION D - PACKAGING AND MARKING 21

D.1 BRANDING STRATEGY21

D.2 AIDAR 752.7009 – MARKING (JAN 1993)21

SECTION E - INSPECTION AND ACCEPTANCE 23

E.1 TASK ORDER PERFORMANCE EVALUATION23

SECTION F – DELIVERIES OR PERFORMANCE..... 24

F.1 PERIOD OF PERFORMANCE24

F.2 PLACE OF PERFORMANCE24

F.3 PERFORMANCE STANDARDS24

F.4	AUTHORIZED WORK DAY / WEEK	24
F.5	DELIVERABLES.....	24
F.6	AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013)	28
F.7	KEY PERSONNEL.....	29
SECTION G – TASK ORDER ADMINISTRATION DATA		30
G.1.	DESIGNATION OF RESPONSIBLE USAID OFFICIALS	30
G.2	CONTRACTING OFFICER'S AUTHORITY.....	30
G.3	TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	30
G.4	CONTRACTOR’S POINT OF CONTACT.....	30
G.5	ACCOUNTING AND APPROPRIATION DATA.....	30
G.6	INVOICES.....	31
SECTION H- SPECIAL PROVISIONS.....		32
H.1	LANGUAGE REQUIREMENTS	32
H.2	AUTHORIZED GEOGRAPHIC CODE.....	32
H.3	AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014) (Class Deviation OAA-DEV-14-01c)	32
H.4	CONSENT TO SUBCONTRACT	32
H.5	REPORTING OF FOREIGN TAXES (JULY 2007)	33
H.6	NONDISCRIMINATION (JUNE 2012).....	34
H.7	CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)	34
H.8	302.3.5.22 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)	35
H.9	ENVIRONMENTAL COMPLIANCE.....	36
H.10	SPECIAL AFGHANISTAN CLAUSES.....	37
H.10.1	VETTING REQUIREMENT	37
H.10.2	SPECIAL AFGHANISTAN CLAUSE FOR DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEPTEMBER 2007).....	37
H.10.3	SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)	38
H.10.4	USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT (JUNE 2015)	39
H.10.5	STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES	39
H.10.6	LIFE SUPPORT AND SECURITY SERVICES	39
H.10.7	PRESS RELATIONS.....	40

H.10.8 HOST COUNTRY TAXES AND DUTIES.....40

H.10.9 GENDER REQUIREMENTS.....40

H.10.10 CERTIFICATION REGARDING PROVISION OF SUPPORT TO PERSONS ENGAGED IN
TERRORISM41

H.10.11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)43

H.10.12 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).....43

H.10.13 FACILITIES USED FOR RELIGIOUS ACTIVITIES.....44

H.10.14 SECURITY CLEARANCE44

H.10.15 FRAUD REPORTING.....45

H.10.16 ELECTRONIC PAYMENTS SYSTEM.....45

H.10.17 SUBCONTRACTING REQUIREMENTS.....46

H.10.18 SUB-AWARD REQUIREMENTS (MARCH 2012).....48

H.10.19 USAID AFGHANISTAN PUBLIC POSTING49

SECTION I – CONTRACT CLAUSES 50

SECTION J – ATTACHMENTS 55

SECTION B – SUPPLIES OR SERVICES AND PRICE/COST

In addition to any terms and conditions in this section, the Contractor is bound by the terms and conditions of its respective Public Financial Management (PFM) IDIQ contract.

B.1 PURPOSE

The purpose of Afghanistan Public Financial Management (APFM) Task Order is to support Afghanistan improve its fiscal sustainability and enable delivery of essential services to its citizens by strengthening the New Unity Government’s (NUG) ability at the national and sub-national levels to mobilize domestic revenue and more effectively manage its budget.

B.2 TASK ORDER TYPE

This is a time-and-materials (T&M) Task Order utilizing fixed daily rates for all US expatriates and reimbursement of actual salaries plus fixed multipliers applied to salaries for locally hired national personnel and other non-U.S. expatriates-Third Country Nations (TCNs) in accordance with section B.5 of the Public Financial Management (PFM) IDIQ. Other direct costs (ODC) and indirect cost applicable to ODC will be considered as cost-reimbursable items in accordance with Sections B.6, B.7 and B.8 of the IDIQ.

For the considerations set forth in this task order, the Contractor must provide the services, deliverables or results described in accordance with the performance standards specified in Section C.

B.3 PRICE SCHEDULE AND OBLIGATED AMOUNT

The summary for Work Days Ordered and Materials for this Task Order is as per the Table below:

Line Item	Task Order Year 1	Task Order Year 2	Task Order Year 3	Grand Total
I. Work Days Ordered	██████████	██████████	██████████	██████████
II. Materials	██████████	██████████	██████████	██████████
Grand Total	██████████	██████████	██████████	\$22,130,033

- (a) The ceiling price for the performance of the work required hereunder for the entire period of performance is **\$ 22,130,033.**
- (b) Subject to the ceiling price established in this Task Order and the prior written approval of the Contracting Officer Representative (COR), the contractor may adjust the number of work days actually employed in the performance of the work by each position specified in this order up to 10%. The contractor shall attach a copy of the COR’s concurrence to the final invoice submitted for payment. Adjustment beyond 10% of the work days will require the Contracting Officer’s (CO) approval.
- (c) It is the contractor's responsibility to ensure that the COR approved adjustments to the workdays ordered for each functional labor category do not result in costs incurred which exceed the ceiling

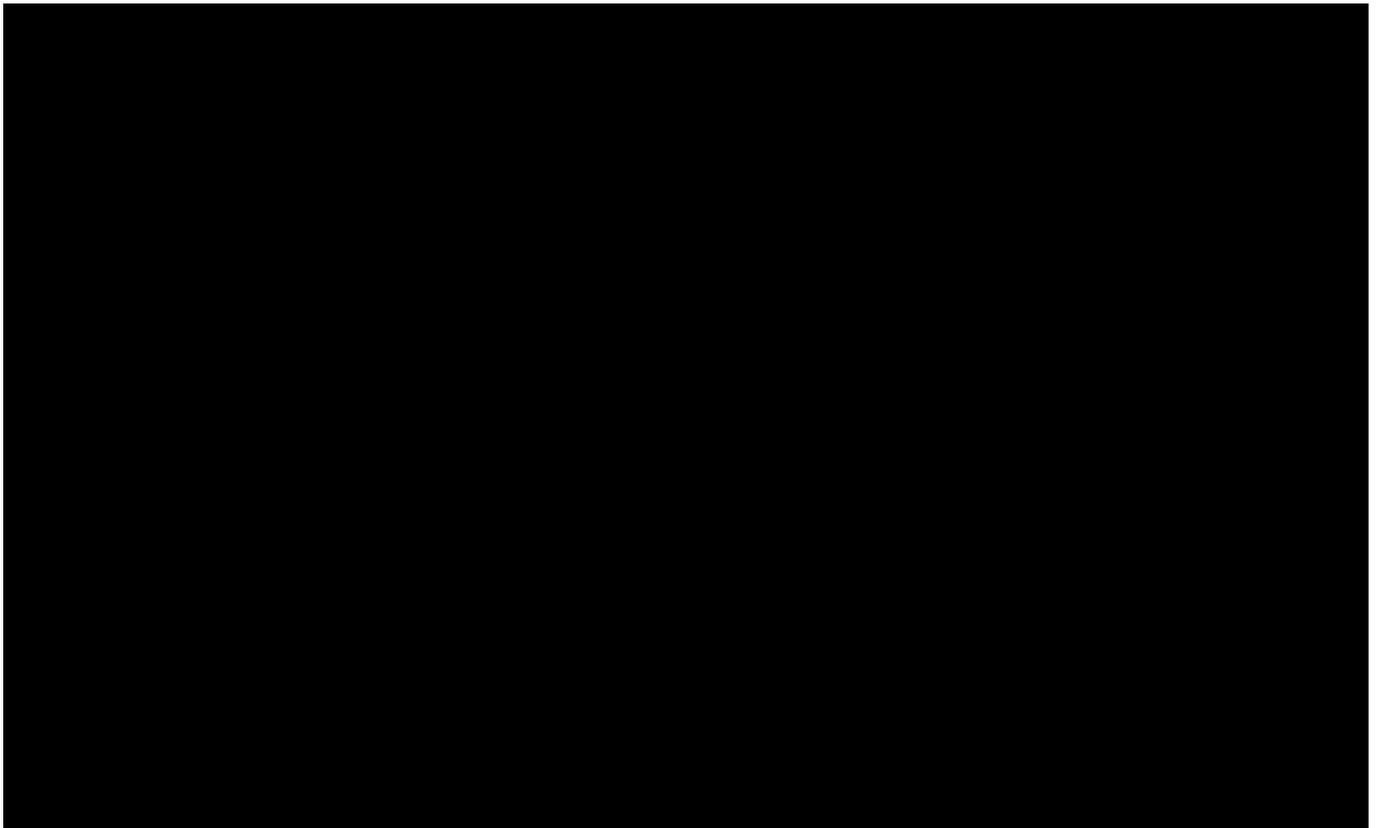
price of this task order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

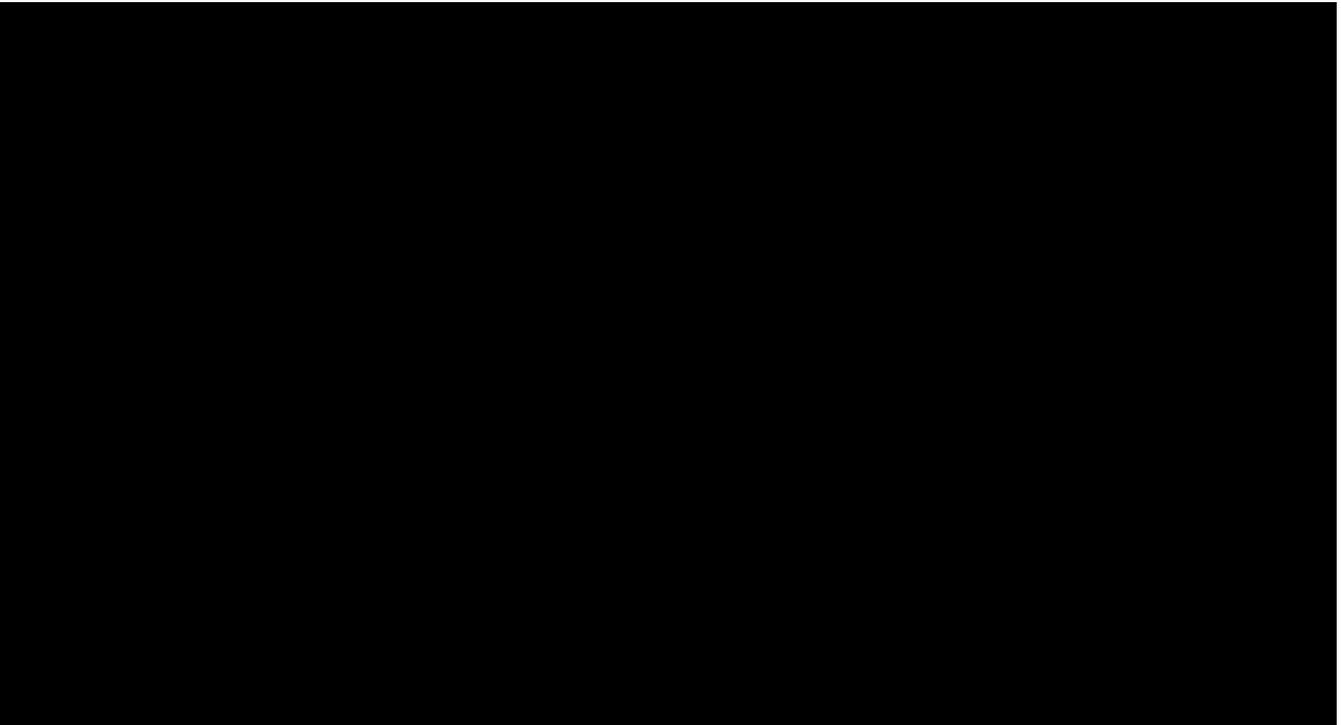
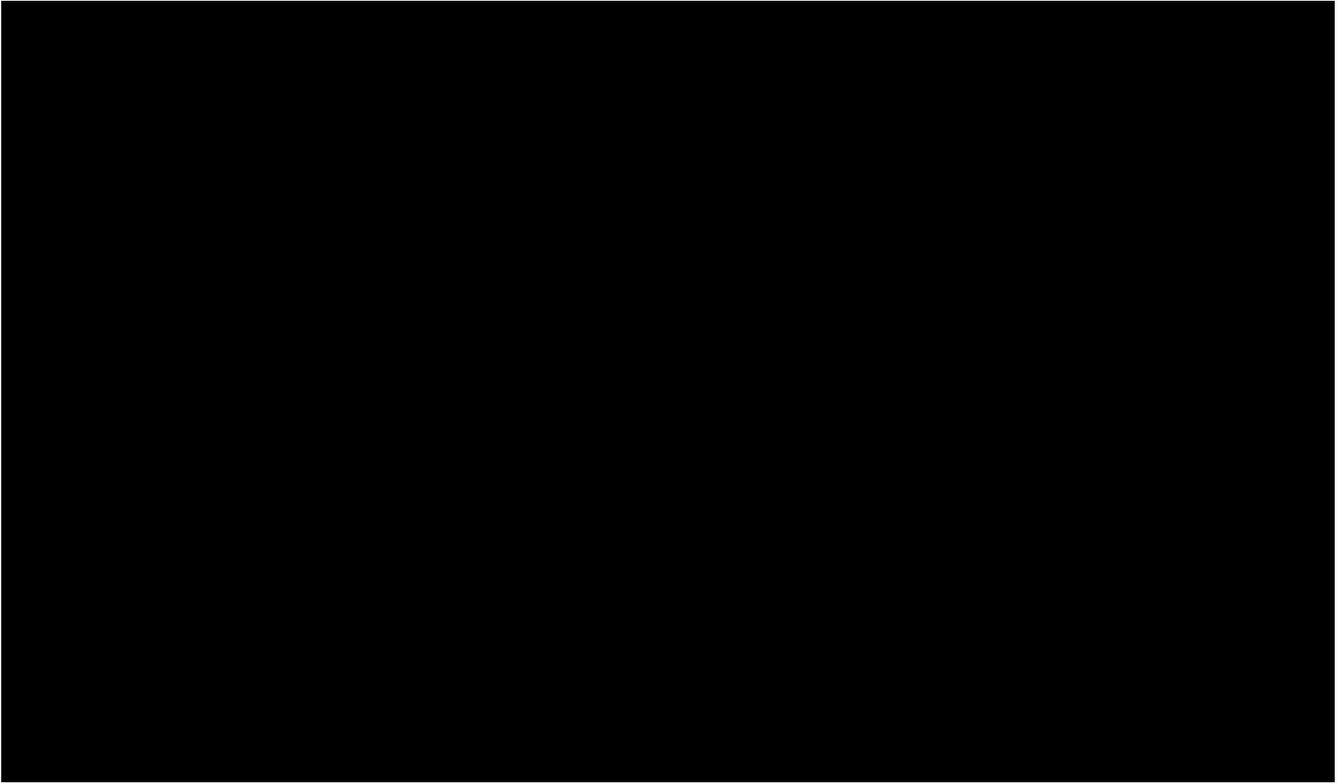
- (d) Within the ceiling price specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor for performance hereunder is \$9,000,000.00. The Contractor shall not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR52.232-22). See Section I of the basic IDIQ.
- (e) Funds obligated hereunder are anticipated to be sufficient for the first fifteen (15) months of performance.

B.4 LABOR

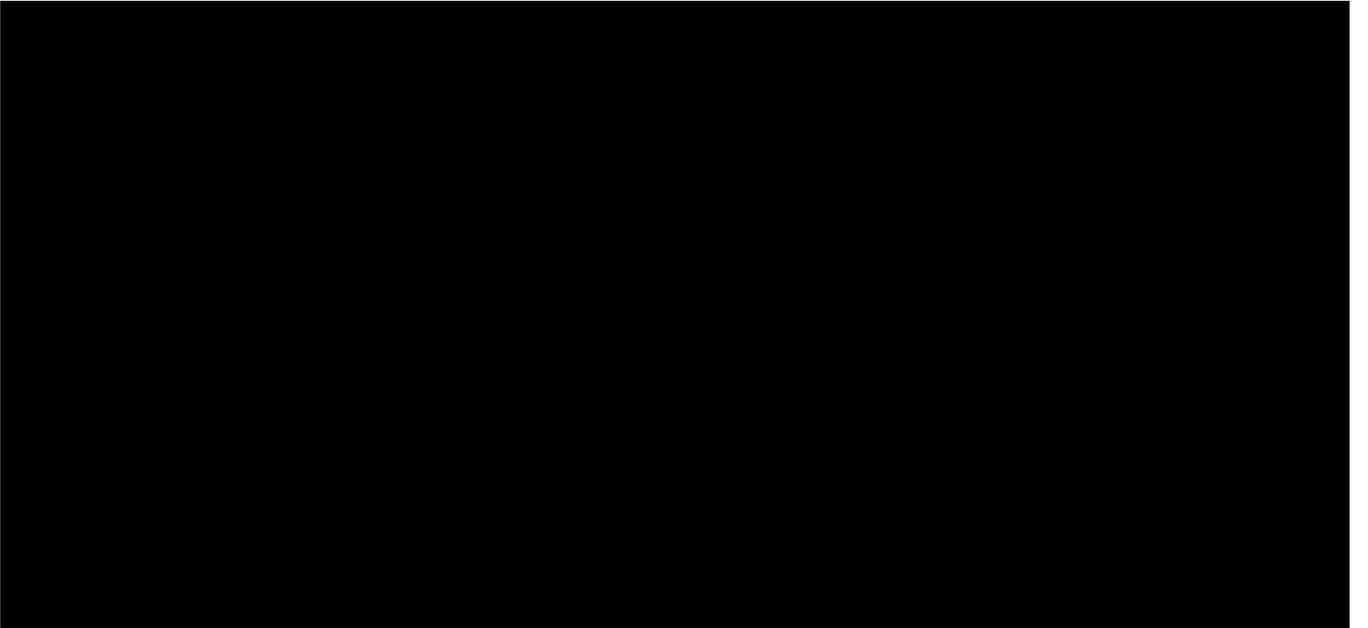
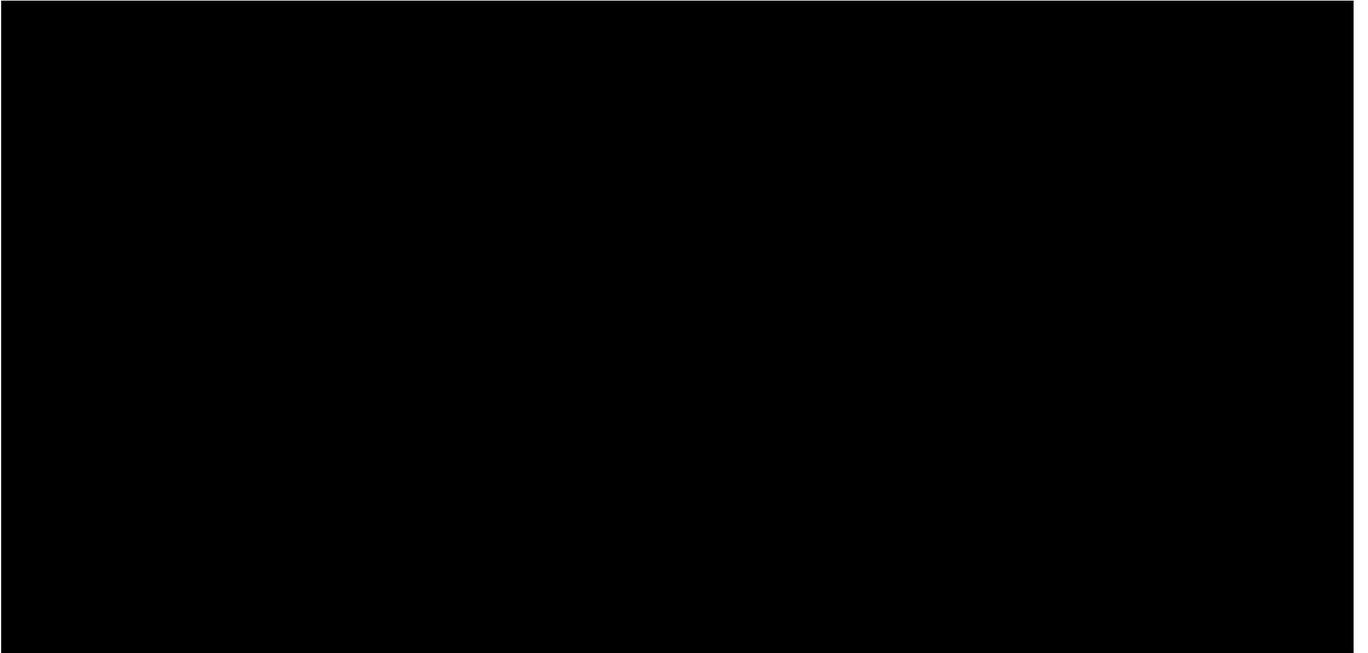
The applicable fixed daily rates and level of effort for this Task Order is as shown in Tables 1 through 3:

B.4 (a) (1) – U.S Long Term Expatriate Professionals Level of Effort (LOE)





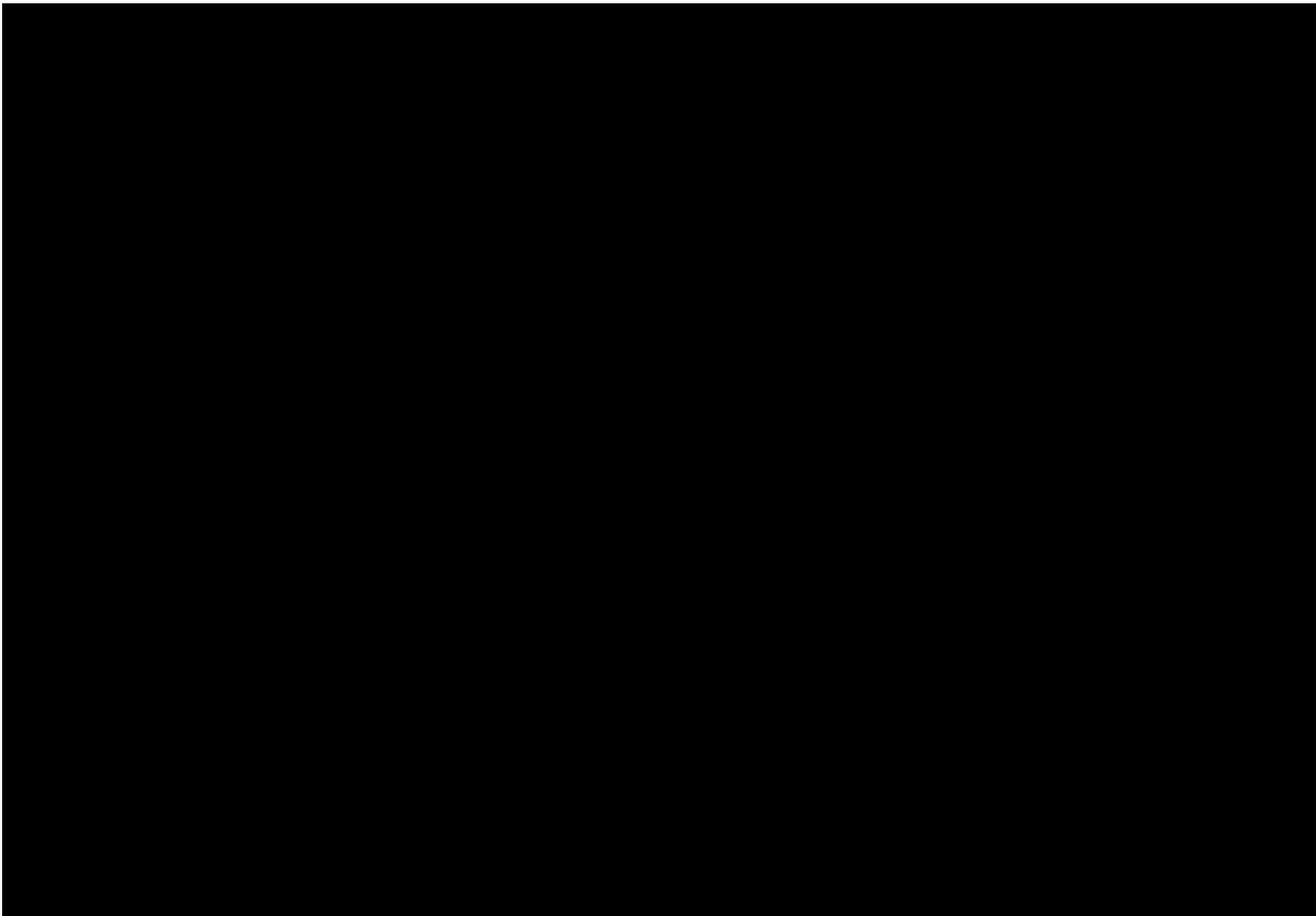
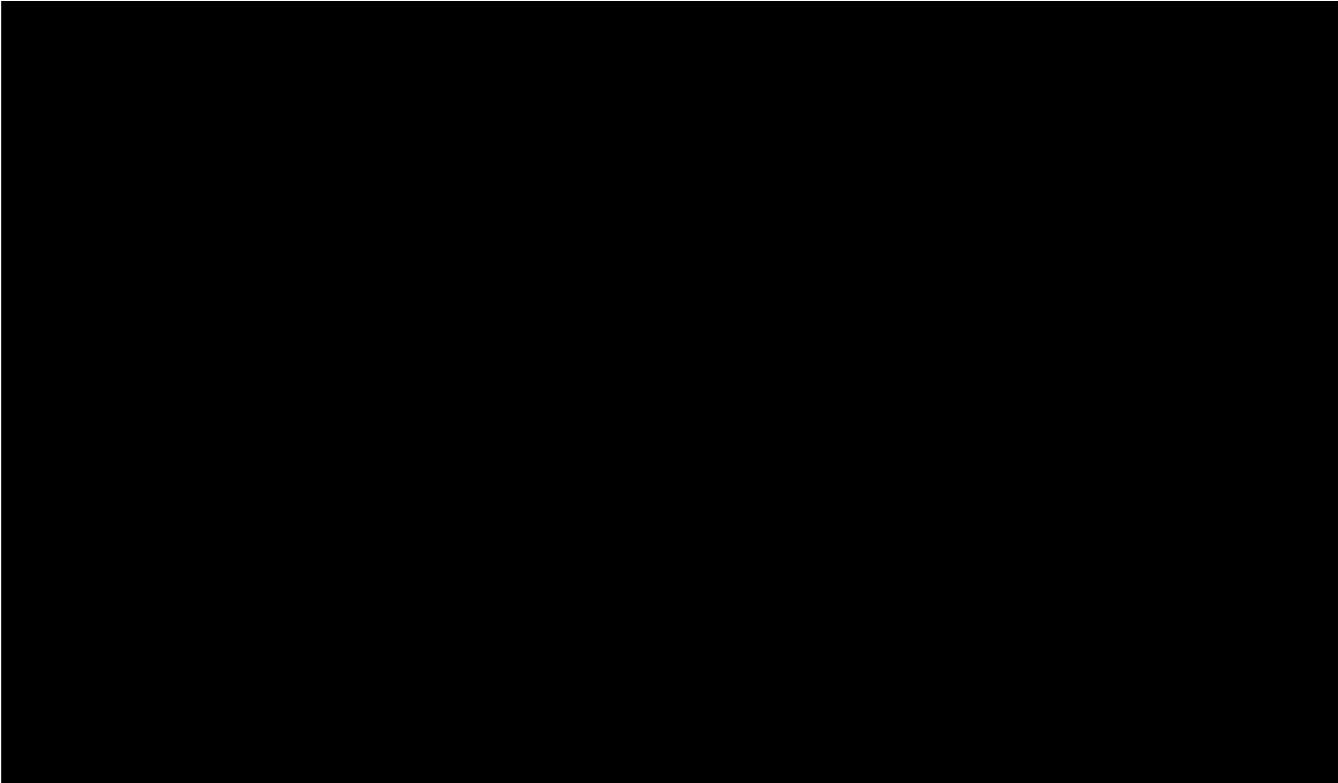
B.4 (a) (2) – U.S Short Term Expatriate Professionals Level of Effort (LOE)



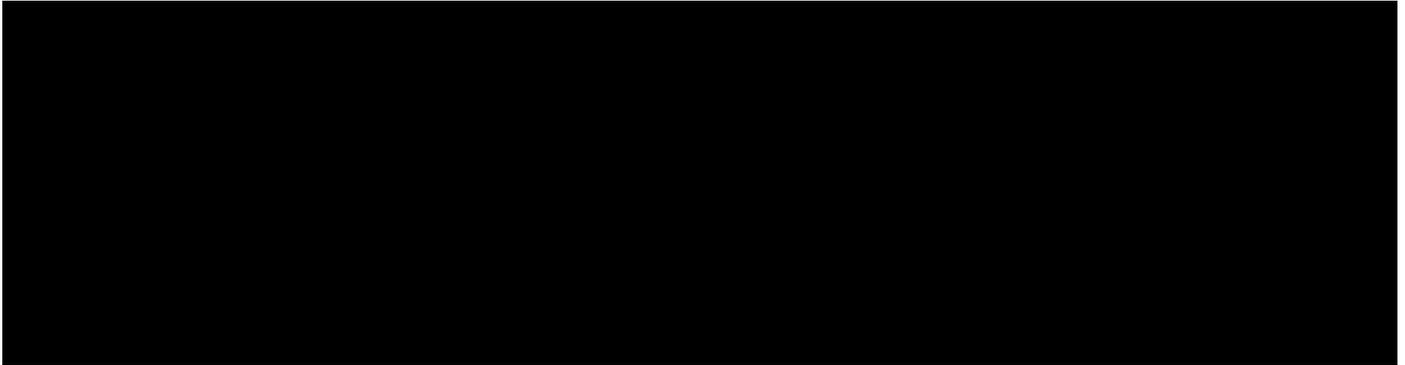


B.4 (a) (3) – Home Office Professionals Level of Effort (LOE)

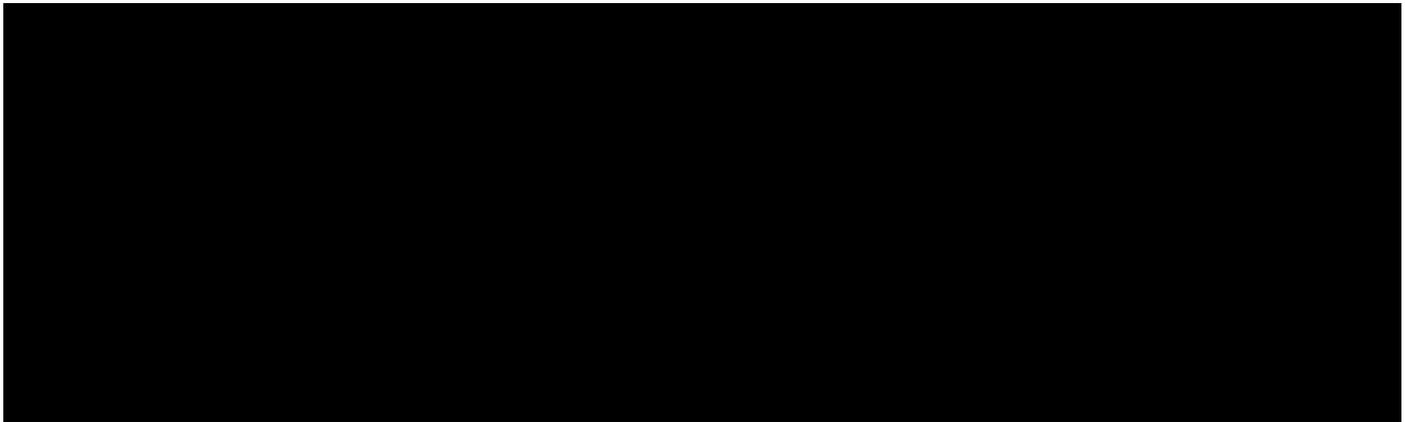




B.4 (b)(1) – Non-U.S Professionals Level of Effort



B.4 (b)(2) – Multiplier



B.5 OTHER DIRECT COSTS (MATERIALS)

(a) Other direct costs necessary for the performance of the work under this task order such as travel and transportation, lodging and subsistence are authorized in this contract. Any cost element included in the fixed daily rates or multipliers must not be charged as other direct cost.

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

(c) No profit or fee will be applied to other direct costs, in accordance with FAR 16.601.

B.6 INDIRECT COSTS (APPLICABLE TO ODC)

B.6.(a) Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
Indirect				

1/Base of Application: [REDACTED]

Type of Rate: [REDACTED]

Period: [REDACTED]

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

B.7 CEILING ON INDIRECT COST RATES (APPLICABLE TO ODC)

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

Description	Rate	Base	Type	Period
Indirect				

1/Base of Application: [REDACTED]

Type of Rate: [REDACTED]

Period: [REDACTED]

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

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

END OF SECTION B

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)

C.1 INTRODUCTION

The Afghanistan Public Financial Management (APFM) project will help Afghanistan improve its fiscal sustainability and enable delivery of essential services to its citizens by strengthening the New Unity Government's (NUG) ability at the national and sub-national levels to mobilize domestic revenue and more effectively manage its budget. Specifically, APFM's objectives are to:

- 1) Strengthen NUG's capacity to forecast, increase, and manage domestic revenue by increasing essential capacities across NUG institutions, by increasing payment compliance across revenue-collecting units, and by ensuring that those receipts are promptly transferred to the treasury account; and
- 2) Strengthen budget planning, execution, monitoring and evaluation, and reporting capacities of national and sub-national NUG entities, and improve communication and coordination between national and sub-national levels.

In support of APFM objectives, the Contractor must provide capacity building, technical services and related resources to help NUG develop and strengthen its Public Financial Management (PFM) systems, policies, and procedures. These activities will be grouped under the following three components: 1) Domestic Revenue Mobilization and Management; 2) Budget Planning and Execution; and 3) other PFM priorities or initiatives identified in coordination with NUG and USAID (component 3 is specifically left broad to provide for addressing NUG priorities as they arise and is not detailed as components 1 and 2 in Section C.2 below).

APFM shall be: (a) demand-driven; (b) flexible and responsive to targets of opportunity; and (c) results-oriented. The Contractor must implement the APFM project in close coordination with the relevant NUG institution(s) and other USAID/Afghanistan and donor activities (**see Attachment 2**), to the greatest extent possible, to avoid duplication, create synergy and maximize results. APFM, through the contractor, must complement USAID/Afghanistan's planned on-budget assistance to the Ministry of Finance (MoF) through the Afghanistan Reconstruction Trust Fund's (ARTF) upcoming Public Financial Management Reform (PFMR) III project.

C.2 PROJECT COMPONENTS AND EXPECTED RESULTS

In order to achieve the required results, the Contractor must, through creation and approval of its annual work plan, provide a variety of services to support each of the components and achieve the respective results. For each project component, the SOW provides additional background information (see Attachment 1), expected results, and illustrative activities. The MoF will prioritize and provide input to USAID and the Contractor, though may not direct the Contractor, as to the details of specific assistance needed, which will be incorporated into the work plan for implementation. The Contractor must, when practical, identify other areas of technical support and NUG collaboration it deems necessary to achieving the expected results.

Component 1: Domestic Revenue Mobilization and Management

A dramatic improvement in domestic revenue generation is urgent and essential to ensuring NUG is able to cover its increasing expenditure commitments. USAID expects to build on the work in the area of tax administration and non-tax revenue done under the previous EGGI project while coordinating closely with other donors working in this area. The Contractor must:

- provide careful analysis on proposed revenue-enhancing measures to identify optimal approaches to tax policy and administration that will maximize revenue without impeding private sector investment and entrepreneurship.
- work with the Afghanistan Revenue Department's Small Taxpayer Office's (STO), Medium Taxpayer Office's (MTO) and, to a lesser extent, Large Taxpayer Office's (LTO) to build their capacities in areas such as audit, accounting, enforcement, tax law, taxpayer identification, and management.
- provide support to the Non-Tax Revenue Directorate to help streamline non-tax revenues from sources such as vehicle registration, traffic fines, driver's license registration, and state-owned enterprises.
- provide tax policy support and advisors to train officials within the different tax offices.
- propose means for enhancing capture of domestic revenue through improved processes involving, but not limited to, non-tax revenue generating ministries and provincial revenue collection, STOs, and streamlining revenue from future mining tenders.
- work closely with the MoF's Office of the Deputy Minister of Customs and Revenue to support its Afghanistan Revenue Department (ARD) and Planning Directorate on areas including: building tashkeel¹ capacity; improving revenue reporting processes; enhancing MTO, LTO, and STO capacity and systems; strengthening the Non-Tax Revenue Department to identify and implement new sources of revenue and reduce non-compliance by ministries, state owned enterprises, and the private sector; enhancing fiscal analysis and revenue estimation; improving coordination with Parliament; increasing taxpayer compliance; and supporting other priorities outlined in the MoF's strategic plan and not already addressed by other donors.

Required Results:

The primary result is to improve NUG's ability to mobilize and capture domestic revenue. Therefore, the Contractor must implement activities, at the direction of USAID through review and approval of the work plan, to achieve the following results under Component 1:

- Increased annual NUG domestic revenue as a percentage of GDP and measured against NUG and/or International Monetary Fund (IMF)-agreed revenue targets
- Improvements in the national budgeting process leading to a more realistic budget, as measured by Public Expenditure and Financial Accountability (PEFA) or other international standards.
- NUG non-tax revenues, measured as a percentage of total revenues, increased over the life of the project²
- NUG's revenue projections will more accurately reflect reality, resulting in decreases in annual variances between forecast and actual revenue.
- Tax compliance rate, defined as the percentage of tax for a given year that is filed and paid voluntarily and on a timely basis, increased over the term of the project.
- Tax revenue increased each year of the project.
- Strengthened One-Stop Taxpayer Service Centers that are more accessible to the public, where professional service is provided, information is available, procedures are explained, and necessary forms are available.
- Technical assistance provided to STO, MTO, and LTO officials leading to improved capacity to enforce tax compliance.
- Enhanced Non-Tax Revenue Directorate (NTRD) officials' ability to improve implementation and streamlining of non-tax revenue collection that enables greater non-tax revenue mobilization.

¹ Afghan civil service

² An alternative way to set a target for NTR would be to measure it as a % of GDP.

Illustrative Activities:

Activities to achieve the required results can include, but are not limited to:

- Capacity-building and technical assistance to the MoF Revenue Department, in coordination with other donors, in support of improving revenue forecasting, management, and collection.
- Assessment of processes, policies & procedures of revenue collection and transfer, including non-tax revenue, of LTOs, MTOs, STOs; state-owned enterprises; Afghanistan Revenue Department (ARD); and other revenue-generating ministries, departments and agencies.
- Implementation of measures in each area identified by the aforementioned assessment.
- Formation and facilitation of a working group with the Non-Tax Revenue Directorate and revenue-generating line ministries (encompassing future mining tenders, fuel and highway toll taxes, telecommunication, state-owned enterprises, etc.).
- Improve non-tax revenue collection system to reduce non-compliance by ministries, state owned enterprises, and the private sector.
- Training of the tashkeel of ARD and its tax offices, to build their capacity in areas such as tax law, audit, enforcement, and management.

Component 2: Budget Planning and Execution

Along with increased revenue, disciplined realistic budgeting is required in order for the Afghan government to achieve improved fiscal sustainability. The Contractor must:

- Assist NUG to develop the budget-planning and management policy, institutional framework, and related capacity to formulate more realistic budgets, manage cash, and dramatically improve the efficiency and cost-effectiveness with which critical on-budget public services are provided to the population.
- Provide technical assistance for more effective NUG management of the transitional process of reallocating expenditures from off- to on-budget in a manner that limits the disruptive impact of changing levels of regional/sectoral expenditure allocations at the national and regional/community levels.
- Assist NUG develop and implement a program-based budgeting approach that will improve the ability of NUG ministries to plan and manage operational expenses, building on past EGGI efforts.
- Support improved execution of the development budget by NUG.
- Increase development of the PFM skills of civil servants at the MoF and key line ministries.
- Build PFM capacity at the sub-national level to enable provincial and other officials to develop budgets and project proposals that reflect needed goods and services, and to effectively convey those to the MoF.
- Assist with the enhancement and mainstreaming of an integrated process for the incorporation of sub-national needs in the national budget.
- Support NUG efforts to finalize the provincial budgeting reform policy as required by the Tokyo Mutual Accountability Framework³ and other commitments to the international community.

Expected Results:

³ See the Annex to the Tokyo Declaration at: <http://president.gov.af/Content/files/Tokyo%20Declaration%20-%20Final%20English.pdf>

The primary result expected from Component 2 is NUG's public financial management systems will be strengthened, and its capacity to formulate, plan, execute, report, and monitor and evaluate both their national and provincial budgets will be expanded. Specifically, Afghanistan's budgets will be more realistic and reflect expected revenue levels as well as both national and sub-national priorities that will help to deliver better services to the Afghan people. Therefore, the Contractor must implement activities, at the direction of USAID through review and approval of the work plan, to achieve the following results under Component 2:

- Strengthened NUG systems that enable greater reflection of input from provincial government bodies in ministries' budget requests.
- Improved budget execution rates for select MoF budget units.
- Enhanced NUG capacity to provide effective PFM training through its own or third-party providers.
- Improved Provincial Directorates' understanding and fulfillment of their role in the entire national budget process, including budget formulation, execution and results reporting.
- Performance monitoring of results achieved against the approved budget will be implemented across selected budget units.
- Internal (intra-governmental, between Kabul and the provinces and other subnational units) communication in the budget planning process will be improved.
- MoF-affiliated training facility established or enhanced (perhaps attached to an existing training institution, through a public private partnership, or with an academic institution, to provide standardized PFM courses of study and certification. Courses will be available to MoF and other NUG employees responsible for PFM at the national and sub-national levels, or other aspiring PFM professionals.
- Decreased reliance within MoF on donor-funded advisors
- Periodic performance monitoring done to measure the effectiveness of APFM's capacity building support
- Program-based budgeting fully implemented across select budget units
- Improved internal financial management systems of select budget units

Illustrative Activities:

Activities to achieve the required results can include, but are not limited to:

- Planning with the Budget Department's leadership to develop strategies for transitioning core budget department functions that are currently being performed by temporary advisors or contractors to permanent tashkeel staff.
- Technical assistance to improve the Budget Department's capacity to formulate comprehensive, transparent, realistic (based on a sound fiscal strategy), fair, and policy/service delivery results-based budgets.
- Advisory support to strengthen the Medium Term Budgeting Framework (MTBF) processes and work with the Budget Department to develop a Medium Term Expenditure Framework (MTEF).
- Joint workshops with line ministry staff and provincial directorate counterparts to establish stronger communication and interaction.
- Trainings for MoF and line ministries on budget planning and formulation, project planning and design, budget execution, and monitoring and evaluation implementation tools.
- Facilitation of PFM training facility to provide standardized PFM common function certification course of study.
- Periodic performance monitoring to measure the effectiveness of APFM's capacity building support.

C.3 CROSS CUTTING REQUIREMENTS

USAID has identified a number of cross-cutting requirements the Contractor must address in performance of the contract. Cross-cutting issues successfully addressed and tools developed under APFM may provide timely examples of best practices/lessons learned, and the intention will be for information about them to be circulated widely so it can benefit others – private sector groups and civil society as well as government. In performance of the contract, and through implementation of all activities, the Contractor must address the following:

- **Innovation**: USAID is seeking innovative approaches such as public private partnerships, new technology, including mobile solutions, and partnerships with complementary efforts, such as with the World Bank’s Capacity Building for Results (CBR) program, to improve institutional capacity and performance over time, while reducing reliance on donor funded advisors, in part by increasing utilization of local Afghan human and institutional expertise.
- **Local Capacity**: USAID emphasizes the importance of the utilization of local systems. The Contractor must help build the capacity of host-country nationals, and should propose use of local and/or regional institutions and advisors to the maximum extent possible.
- **Supporting/Creating Information Exchange Groups**: USAID encourages support for the creation of working groups dealing with issues affecting a number of ministries or other government entities. Working groups, such as the Inter-Ministerial Trade Working Group, have helped to break down “stovepiping” and broaden the focus of line ministry staff. In another example, the Information and Communication Technology Council that coordinates the National Identity Management Initiative has helped to avoid duplication and ensure consistent policies across ministries. The possible establishment of a PFM Working Group, led by the MoF, to share information regarding reforms and changes in budget and revenue processes could serve to increase buy-in and ownership from the respective line ministries. The Contractor must propose ideas for similar arrangements that are likely to improve inter-ministerial communication and information exchange leading to key reforms.
- **Developing Human Capital and Enhancing Capacity**: Despite donor emphasis on capacity building, human resources capacity remains one of Afghanistan’s greatest challenges. One reason for this has been the failure of donor-funded advisors to effectively transfer knowledge to NUG civil servant staff. Instead of transferring knowledge, mentoring, and/or training, in many cases these advisors have often taken over the role of the civil servant staff. As a result, many core PFM functions in NUG are performed by donor-funded advisors at salary levels that NUG cannot sustainably support. The Contractor must work with NUG, the World Bank’s Capacity Building for Results Program, when appropriate, and others to develop and implement plans for transitioning core PFM responsibilities from temporary advisors to civil servant staff. The Contractor must also provide structured training courses designed to address a wide range of PFM subjects for staff within target ministries. The Contractor must follow up training with facilitation of mentoring for the trainees to ensure that the training is understood and a foundation has been established on which the recipient can build. To the extent possible, the contractor must apply a training-of-trainers (TOT) approach to building the capacity of a small cadre of NUG professionals, leaving the training of the larger population of PFM tashkeel to that TOT cadre. Capacity building will follow Human and Institutional Capacity Development (HICD) or similarly internationally accepted methodology and focus efforts on permanent civil servant staff.
- **Gender**: USAID places emphasis on improving the status of women throughout Afghan society. In some instances, women’s lack of education, undeveloped skills, and limited access to markets, credit

and other business assets complicate economic growth efforts, as do cultural constraints limiting women's mobility and participation in public life. Implementers in various sectors have devised culturally sensitive and creative solutions to overcome barriers and mitigate constraints imposed by local practice. The Contractor is required to ensure that gender issues are suitably addressed throughout the program and to undertake specific efforts to ensure that the activities do not discriminate against either gender.

- **Electronic Payment Solutions:** A growing body of evidence demonstrates that e-payment services such as mobile money not only make financial transactions more affordable, efficient, and transparent, they vest users with tools for smoothing consumption and create pathways toward financial inclusion. E-payment systems are still new in Afghanistan and their viability varies market to market. Where feasible and in line with APFM's objectives, the Contractor must support the use of inclusive e-payment systems such as Automated Clearing House (ACH), electronic check, electronic funds transfers, and mobile money.
- **Reducing Corruption and Increasing Transparency:** In Afghanistan perceptions of widespread corruption undermine the credibility and authority of government and breed skepticism about the rule of law and the foundations of democracy. The Contractor must support NUG efforts to implement measures to control and monitor government procurement, hiring, service and fiduciary functions. This involves the application of uniform regulations, policies and procedures that are aimed at increasing transparency, separating functions in financial management, limiting the potential for discretionary actions by officials, and rewarding good governance. Other tools include audits, inspections and disciplinary actions.
- **Incorporating Internationally Recognized Best Practices:** The Contractor must incorporate internationally recognized best practices in public financial management into the implementation of APFM. Equally important, the contractor must look to lessons learned from past and current donor-funded PFM-focused projects in Afghanistan to ensure APFM addresses mistakes made as opposed to repeating them.

C.4 KEY PERSONNEL

The following positions have been designated as key personnel, and are essential to the work being performed under this contract. Prior to replacing any of these individuals, the Contractor must notify both the Task Order Contracting Officer (TOCO) and the Task Order Contracting Officer's Representative (TOCOR) reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the project. No replacement shall be made by the Contractor without the prior written approval of the Contracting Officer. The Contractor is welcome to propose alternative structures and/or composition for key personnel. Expatriate and/or key personnel are not limited to U.S. citizens. USAID seeks to emphasize its support for capacity building and professional development of Afghan staff, including through the assumption of key personnel positions, throughout the life of the project.

Chief of Party (COP)

The Contractor must provide a resident Chief of Party (COP) for the duration of the contract. The Contractor must delegate adequate authority to the COP to make all APFM project implementation decisions in Afghanistan and speak for the Contractor. The COP shall be responsible for all reporting to USAID and is expected to play a lead role interacting with key NUG actors and other development partners. The COP falls under the Program Manager, Macro Economist labor category.

Minimum qualifications:

- Demonstrated expertise and a minimum of 12 years' relevant work experience in managing large (at least \$10 million), complex PFM or related economic growth projects, with experience in public finance, economics, or related field.
- A minimum of 10 years' international development experience as a COP, project director, or similar senior management position for projects with similar magnitude and complexity in a conflict-affected country.
- Excellent oral, written skills in English, and interpersonal skills.
- Demonstrated ability to be collaborative across projects, flexible and creative.
- Experience in Afghanistan is preferred.
- Strong communications and interpersonal skills with evidence of ability to productively interact with a wide range and levels of organizations (government, private sector, NGOs, research institutions).
- Master's degree in public finance, economics, or other PFM-related field from an accredited university.

Deputy Chief of Party

The Contractor must provide a resident Deputy Chief of Party (DCOP) for the duration of the contract. In the absence of the COP, the DCOP shall be responsible for all reporting to USAID and shall have the authority to speak for the Contractor. The DCOP is expected to play a lead role in his/her technical area, which should be complementary to the technical background of the COP.

Minimum qualifications:

- 7 years' relevant work experience with successful PFM projects
- 7 years' international development experience on projects with similar magnitude and complexity in a conflict-affected country.
- Demonstrated expertise in one of the component areas and complementing the experience of the COP.
- Excellent oral, written skills in English, and interpersonal skills.
- Experience in Afghanistan is preferred.
- Master's Degree in public finance, economics, or other related field from an accredited university or significant and relevant minimum work experience of three years in lieu of an advanced degree (thus, a total of ten years relevant experience is required if the proposed individual does not have a Masters Degree).

Managers/Technical Directors (2 positions) for Technical Components

The Contractor must provide resident manager/experts for the major technical components. These individuals shall be responsible for all aspects of the components they are managing.

Minimum qualifications:

- 7 years' international work experience with successful PFM projects in the technical area of management responsibility.
- 7 years' international development experience on projects with similar magnitude and complexity in a conflict-affected country.
- Demonstrated success in implementing projects aimed at revenue mobilization and/or budget planning and execution. Additional PFM experience, such as audit and procurement, is a plus.

- Master’s Degree in a field relevant to PFM such as: public finance, economics, or related fields from an accredited university or significant and relevant minimum work experience of three years in lieu of an advanced degree (thus, a total of ten years relevant experience is required if the proposed individual does not have a Masters Degree).

C.5 MONITORING AND EVALUATION

USAID/Afghanistan employs a Multi-Tiered Monitoring Strategy which gathers data from multiple monitoring actors to triangulate results and make informed decisions. The Contractor must be responsible to respond to monitoring from any of the following tiered monitoring actors:

- Tier 1: USG direct observation
- Tier 2: Implementing Partner reporting
- Tier 3: NUG and other donors
- Tier 4: Civil society, local organizations, and beneficiaries
- Tier 5: Independent Monitoring Contractors

A M&E Plan is a performance management tool to help plan and manage the process of assessing and reporting progress toward achieving the project’s goal. It is a critical tool for planning, managing, and documenting how performance data is collected and used. The Contractor must provide targets and proposed indicators that will be suitable for tracking, documenting, monitoring, and reporting both quantitatively and qualitatively performance for all component activities. The M&E Plan must indicate how proposed targets and indicators are linked to the provision of deliverables, results, and impacts. The M&E Plan must demonstrate how this management system will help to clarify and focus project objectives; serve as an early warning system, forecasting, and reporting tool; promote on-going discussions pertaining to project scope and direction; and aid in effective management decision making. The M&E Plan must include an explanation of how data and information will be collected, analyzed, and used, and the cost effectiveness of such activities. Since performance management is, by definition, a dynamic process, the M&E Plan review process must be clearly articulated. It is the Contractor’s responsibility to show how costs associated with the implementation of the M&E Plan are incorporated into the work plan. Proposed indicators must meet USAID data quality standards for validity, integrity, precision, reliability and timeliness described in ADS 203.3.5.1. The Contractor, as part of the M&E Plan, is required to provide an evaluation plan that aims to assess project results at the impact level.

C.6 KNOWLEDGE MANAGEMENT

Effective knowledge management by the project that facilitates continuous learning and adaptation to new challenges and opportunities will help ensure APFM’s successful implementation at its initial and later implementation stages. In implementing activities, the contractor must have a knowledge management approach that promotes learning and exchange with relevant institutions and stakeholders to encourage innovation and sound resource management. The contractor must also support sharing of lessons learned and best practices and use innovative methods to reach stakeholders.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

D.1 BRANDING STRATEGY

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

Program Name: Afghanistan Public Financial Management (APFM)

How the USAID logo will be positioned on materials and communications: All USAID logos on materials and communications produced under this task order will be positioned in accordance with the standardized USAID regulations on branding. In cases where 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 task order, 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 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 task order, 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 <http://www.usaid.gov/branding>, or any successor branding policies.

The Contractor's branding and marking plan, submitted on July 8, 2015, is hereby incorporated into the task order; Attachment J.3. 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 should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this

contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

END OF SECTION D

SECTION E - INSPECTION AND ACCEPTANCE

E.1 TASK ORDER PERFORMANCE EVALUATION

The terms and conditions in Section E of the IDIQ (basic contract) apply to this task order and task order performance evaluation shall be performed in accordance with Section E.2 of the PFM IDIQ.

END OF SECTION E

SECTION F – DELIVERIES OR PERFORMANCE

The basic terms and conditions of Section F of the PFM IDIQ apply to this task order. Specific terms for the task order are provided below. The Contractor must allow at least 15 calendar days for review and comments by the TOCOR on any draft report submission unless otherwise noted below.

F.1 PERIOD OF PERFORMANCE

The period of performance of this task order is 3 years from date of contract award.

F.2 PLACE OF PERFORMANCE

The place of performance under this Task Order is Afghanistan, as specified in Section C.

F.3 PERFORMANCE STANDARDS

USAID will evaluate the Contractor's performance in accordance with FAR 42.15, corresponding USAID procedures, and the Contractor's adherence to the annual work plan, reporting against its M&E Plan (PMP), and quality reports described in Section F below. USAID will evaluate the Contractor's performance during the initial, intermediate, and final periods of the contract in accordance with the Contractor Performance Assessment Reporting System (CPARS). The Task Order Contracting Officer and the Task Order COR will jointly conduct the evaluation of the Contractor's overall performance. This evaluation will form the basis of the Contractor's permanent performance record under this contract.

F.4 AUTHORIZED WORK DAY / WEEK

1. Overtime/premium pay

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

2. Non-overseas employees

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

3. Overseas Employees

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

4. Short-term personnel

A six-day (6) workweek is authorized for short-term personnel performing services in the field.

F.5 DELIVERABLES

All work plans, reports and other deliverables must be submitted electronically to the USAID TOCOR, with a copy to the Task Order Contracting Officer. As necessary, the TOCOR may direct the Contractor to provide hard copies of any of the deliverables described below.

Annual Work Plans (AWP)

The Contractor must submit to the TOCOR annual work plans describing how the Contractor intends to organize each year's work. It must be a coherent, realistic, evolving work plan, developed with full participation of USAID, other USAID-funded implementing partners, other donor organizations, and project counterparts, as appropriate. The work plan must also delineate project work by regions or provinces, when appropriate.

The Contractor must submit a draft work plan for year one, delineated by calendar quarters, to the TOCOR for review and approval within 30 days of the contract award. The work plan for year two must be submitted by the Contractor for review and approval by USAID no later than 45 days prior to the start of the next 12 month work period; and so on.

The work plan must include a schedule of activities and tasks planned to be conducted, and the inputs planned to be provided, by the Contractor, including a description of planned activities and tasks and an estimated budget -- organized by component and, as appropriate, by sub-component. The work plan must also break out activities by region for the benefit of coordinating efforts with offices in the field. The work plan must also describe contract-level outputs that the Contractor expects to achieve during the period, linked to the performance indicators set forth in the Monitoring and Evaluation Plan.

The Contractor must hold consultations with USAID, other USG organizations working in the PFM space such as the U.S. Treasury Department, the donor community, and the NUG, particularly the Ministry of Finance, to ensure the work plan complements other important efforts taking place to improve public financial management in Afghanistan. The Contractor must incorporate any required revisions into a final work plan no later than 10 days after receipt of such comments. The USAID TOCOR will provide a written approval of the final work plan to the Contractor. Should revised activities, performance indicators or performance targets become necessary, the Contractor must submit a revised work plan to the USAID TOCOR for approval.

Monitoring and Evaluation Plan

The Contractor is required to provide a final Monitoring and Evaluation (M&E) Plan, approved by USAID, no later than 30 days after award. The Monitoring and Evaluation (M&E) Plan is a tool designed to assist implementing partners and USAID program managers with a clear, communicated, organized process for monitoring, analyzing, evaluating, and reporting progress toward expected results throughout a project's life. The M&E Plan ensures valid, reliable, precise, and timely data is assessed periodically. The M&E Plan must include, at a minimum: brief project overview, the project theory of change, the project logical framework (if available), M&E goals and objectives, description of M&E systems and organization staff unit structure (major roles and responsibilities), calendar of performance management tasks, list of objectively verifiable performance indicators to track results, precise definitions for each indicator, and information on data sources and methodology for data collection, estimated values for baseline data and targets (including plan for baseline data collection if none available). The Contractor must report on the standard indicators from the Foreign Assistance Framework and select project specific custom indicators as needed. The process of monitoring project performance shall be consultative and interactive between USAID and the Contractor, and must involve a combination of written reports and oral briefings. The M&E Plan must be provided and approved by TOCOR with the initial AWP. Changes to the approved M&E Plan can only be made after receiving written approval from the TOCOR.

Monthly Performance Reports

The Contractor must prepare and submit monthly reports. The monthly reports, which must be submitted electronically to the TOCOR by the 10th business day of the month following the month being reported, are intended to be concise reports (no more than 10 pages) that summarize progress toward accomplishment of the benchmarks set forth. The monthly reports must (1) identify implementation issues, (2) give an update of progress made toward fulfillment of project results, (3) contain a discussion of obstacles encountered and possible delays, if any, in fulfillment of activities included in the work plan, and/or achievement of targets set forth in the M&E, (4) set forth proposed changes, if any, to the work plan; and (5) contain a forecast of activities for the month period immediately following the period being reported. On months where quarterly reports are due, the quarterly report takes the place of the monthly report.

Quarterly Performance Reports

The Contractor must submit brief quarterly performance reports to the TOCOR within 15 days after the end of each calendar quarter reflecting results and activities of the preceding quarter (see below Schedule). The TOCOR may make exceptions to this schedule depending on when the task order is signed; for example; if the project begins in November, the time remaining in Q1 may be incorporated into the quarterly report for Q2. The report must describe the plan for the reporting period (as set forth in the annual work plan) and assess overall progress to that date in relation to agreed-upon performance indicators for that quarter. A description of the specific accomplishments of the Contractor during the quarter must also be provided, including information on all activities, both ongoing and completed, by component, and geographically by region. The quarterly reports must highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. The reports must also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable. The Contractor is also expected to delineate the expenses by province.

Quarterly Reports Schedule for Submission:

Q1: October 1 to December 31; Quarterly Report due January 31

Q2: January 1 to March 31; Quarterly Report due April 30

Q3: April 1 to June 30; Quarterly Report due July 31

Q4: July 1 to September 30, will include an annual summary of achievements to date; Quarterly/annual Report due October 31

Quarterly Financial Reporting

The contractor must prepare and submit in a format acceptable to the TOCOR the quarterly financial summary to include:

- Total estimated cost of the award
- Total amount obligated
- Total amount invoiced for
- Total amount expended but not yet invoiced for
- Remaining unexpended funds
- Any changes to planned budgets

The financial summary is due at the same time as the quarterly performance reports.

Annual Results Reporting

There are two cycles of annual reporting – the Project annual report and input to the Mission’s annual report. For the Project annual report, the Contractor must submit a draft report, capturing results against the project M&E in a format agreed with by the TOCOR. The TOCOR will provide comments within 15 days, and the Contractor must then submit a final draft to the TOCOR for approval within 15 days of receipt of the TOCOR’s comments. For the Mission annual report, input must be submitted in draft to the TOCOR by an agreed-upon date that allows sufficient time to meet Mission deadlines. The Contractor must be prepared to track and report performance data overall and by province for both reporting cycles.

Short-term Consultant Reports

Unless otherwise agreed to in writing by the TOCOR, the Contractor must submit within 10 days following departure of a Consultant, a brief written report that describes the purpose of the consultancy, progress made, and any observations to be shared; identifies issues and/or problems encountered; and details expected follow-on activities by resident Contractor staff as well as actions to be performed by participating counterparts.

Other Project Reports

The Contractor must prepare and disseminate, as directed in the Annual work plan and by the TOCOR, other reports and deliverables needed to accomplish the purpose of this task order, such as studies of policy and other issues, products, sectors, markets, technologies, etc.

Close Out Plan

The contractor must submit a Demobilization Plan for TOCOR approval 60 days before the end of the task order. The Demobilization Plan must 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 task order and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the TOCOR.

Final Report

The Contractor must prepare and submit to the TOCOR, no later than the estimated end-date of this task order, a detailed final/completion report which summarizes the accomplishments of this task order, methods of work used, and recommendations regarding any unfinished work. The report must include, but not be limited to:

- basic identifying information, such as program name, award number, approval date, and country assisted;
- total cost of the program funded by USAID;
- the principal implementing partner,
- a discussion of problems encountered, objectives not fully achieved and lessons learned;
- a description of all non-governmental organizations worked with in connection with project components and an evaluation of their strengths and weaknesses;
- an estimate and/or a description of economic growth achievements, including changes in economic indicators, laws and regulations adopted and implemented, institutional capacity supported or strengthened, etc.; and
- a financial report showing, by line item, the amounts expended.

The final report must also contain an index of all reports and information products produced under this contract.

F.6 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEPTEMBER 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 (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

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

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.

(ii) All submissions must conform to current USAID branding requirements.

(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.

(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy. In the case of databases and computer software the submissions must also include necessary descriptive information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See <http://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html>).

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

F.7 KEY PERSONNEL

The contractor shall provide the following key personnel for the performance of this contract:

Position Title

Name

Position Title	Name
[Redacted]	

The personnel specified above are considered to be essential to the work being performed hereunder. Section C.4 specifies minimum qualifications for Key Personnel. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID COR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

END OF SECTION F

SECTION G – TASK ORDER ADMINISTRATION DATA

The terms and conditions in Section G. of the IDIQ apply to this task order. Specific terms for the task are as follows.

G.1. DESIGNATION OF RESPONSIBLE USAID OFFICIALS

A. The Contracting Officer for this Task Order is:

Ms. Peggy L. Manthe
Contracting Officer
Office of Acquisition and Assistance
USAID/Afghanistan

B. The Contracting Officer's Representative (COR) for this Task Order is:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

G.2 CONTRACTING OFFICER'S AUTHORITY

The Contracting Officer 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 Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made in the task order terms and conditions, including price.

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

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

G.4 CONTRACTOR'S POINT OF CONTACT

Susanna Mudge
President and CEO

[REDACTED]

G.5 ACCOUNTING AND APPROPRIATION DATA

REQ No.:	306-15-000156
BBFY:	2013
EBFY:	2014
FUND:	ES-OCO
OP:	Afghanistan

Dist. Code: 306-M
Program Area: A14
Program Element: A060
SOC: 4100301
Amount Obligated: \$9,000,000.00

G.6 INVOICES

Electronic Invoices must be submitted to:

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

END OF SECTION G

SECTION H- SPECIAL PROVISIONS

The terms and conditions in Section H of the IDIQ apply to this task order. Specific terms for the task order are provided below.

H.1 LANGUAGE REQUIREMENTS

All deliverables must be produced in English. Approved work assignments may specify additional foreign language capability requirements (Dari and/or Pashtu) for completion of field support tasks.

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of goods and services under this Task Order is 937 (the United States, the cooperating/recipient country, and developing countries other than advanced developing countries, and excluding prohibited sources). If required, the contractor may request waiver for Geographic Code.

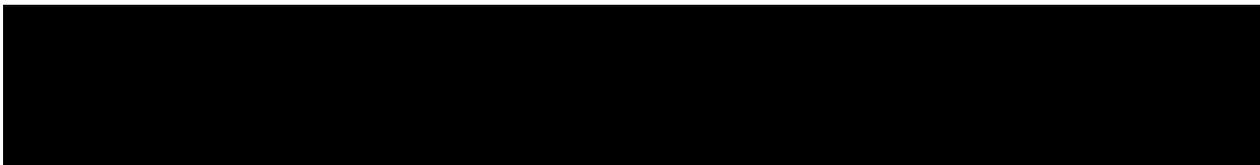
H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014) (CLASS DEVIATION OAA-DEV-14-01C)

Prior written approval by the Contracting Officer (CO), or the Contracting Officer's Representative (COR) if delegated in the Contracting Officer's Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the CO or the COR, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The CO's or COR's (if delegated by the CO) prior written approval may be in the form of a letter or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

The Contracting Officer hereby delegates authority to respective COR(s) to provide approval for all international travel directly funded by USAID in accordance with section H.16 of the IDIQ. 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.

H.4 CONSENT TO SUBCONTRACT

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



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 or in Section H.18 of the

PFM IDIQ No. AID-OAA-I-12-00035. 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.5 REPORTING OF FOREIGN TAXES (JULY 2007)

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

Mission Controller
USAID Afghanistan
Great 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.6 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.7 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.8 302.3.5.22 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.9 ENVIRONMENTAL COMPLIANCE

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

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

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

An Initial Environmental Examination (IEE) [see Attachment J.5] has been approved for this program funding this Task Order. The IEE covers activities expected to be implemented under this Task Order. 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

shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this Task Order.

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

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

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

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 shall:

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 will, 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 shall include monitoring the implementation of the conditions and their effectiveness.

Integrate a completed EMMP or M&M Plan into the initial work plan.

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.

H.10 SPECIAL AFGHANISTAN CLAUSES

H.10.1 VETTING REQUIREMENT

Contractor must comply with Mission Order 201.05. See attachment J.4

H.10.2 SPECIAL AFGHANISTAN CLAUSE FOR DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEPTEMBER 2007)

DOD requires that background investigations be performed as a pre-requisite to the issuance of CACs to U.S. citizen and U.S. Legal Permanent Resident employees and consultants of contractors/recipients working in Afghanistan. Accordingly, all USAID/Afghanistan contractors/recipients requesting issuance of CACs must agree to be subjected to the investigation specified by the USG and have the results of the investigation favorably adjudicated by the USG prior to issuance of a CAC. USAID contractors/recipients sponsored for CACs who voluntarily wish to participate must therefore complete and submit to the USG the following documentation: one copy of Standard Form 85, Security Questionnaire (completed electronically through the U.S. Office of Personnel Management's secure web-based portal); two sets of fingerprints via Form FD 258; and a Release of Information Authorization provided by the USG security office performing

the investigation. (Note: Designation of the cognizant USG investigation office and any specific instructions for completing and routing of the completed security package will be provided by the cognizant USG investigating office to the contractor/recipient immediately following CAC sponsorship.) The employee subject to the background investigation acknowledges that if a favorable adjudication of the results of the investigation conducted cannot be concluded, a CAC will not be issued, and any CAC issued to that employee will be rescinded and returned, as directed by competent DOD or USAID authorities. At the conclusion of the award performance period or termination of employment, whichever occurs first, all contractor/recipient employees issued CACs must return them to the designated USAID/ANE representative, unless directed otherwise by the Contracting/Agreement Officer. In the event of inconsistencies between this clause and later issued Agency or Government-wide CAC guidance or other Afghanistan related security policies, the most recently issued guidance or policies will take precedence, unless otherwise instructed by the Contracting/Agreement Officer. The contractor/recipient is required to include this clause in any sub awards that require a subcontractor/sub recipient's employee(s) to obtain a CAC.

H.10.3 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

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

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

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

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

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

The initial written report shall include the award number, the name of the company, location where the incident occurred (Lat/Lon 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.10.4 USAID/AFGHANISTAN DATABASE REPORTING REQUIREMENT (JUNE 2015)

USAID/Afghanistan uses a web-based system to collect and organize information critical to program management, oversight, and reporting. This system is 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: <https://usaidinfo.usaid.gov/>

H.10.5 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

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

H.10.6 LIFE SUPPORT AND SECURITY SERVICES

The Contractor shall be self-supporting. The Contractor is required to provide all life support, communications, and transportation of material, personnel and equipment to work sites unless otherwise specified in the contract. In addition, the Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved.

All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

The contractor must become familiar with and comply with relevant Chief of Mission and US Central Command policies, rules and requirements, as well as USAID requirements and applicable Afghan law.

The contractor should register with and participate in appropriate regional security coordination activities, subject to the partner's assessment of their appropriateness for supporting their security activities.

H.10.7 PRESS RELATIONS

The Contractor shall coordinate all press inquiries and statements with the TOCOR and USAID/Afghanistan's Office of Development Outreach & Communication (DOC). Contractor shall seek approval from the TOCOR and the DOC before agreeing to or allowing staff to conduct interviews with the press. The Contractor shall not speak on behalf of USAID but will refer all requests for USAID information to the USAID press officer. Obtain additional guidance from the designated TOCOR for this award. The DOC contact is:

US Agency for International Development
Café Compound
U.S. Embassy
Office of Development Outreach & Communication
Great Masood Road
Kabul, Afghanistan

H.10.8 HOST COUNTRY TAXES AND DUTIES

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

H.10.9 GENDER REQUIREMENTS

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

management systems to separately track and report to USAID fiscal year expenditures under the contract supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the contract.

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

H.10.10 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.iaai.org/English/Terrorism.asp>); or
 - ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
 - iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
 - (c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
 - (d) References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
 - (e) The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
 - (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.10.11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [http:// www.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.10.12 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.10.13 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.10.14 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 [X] 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.10.15 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.10.16 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.

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.10.17 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.10.18 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.10.19 USAID AFGHANISTAN PUBLIC POSTING

Per Mission policy, this award will be posted in its entirety within 60 days of award, without alteration except that the Implementing Partner may provide a redacted version of the award to USAID for review and consideration. The Implementing Partner must provide the redacted version within 30 days of the effective date the award and direct the request and redacted copy via e-mail to KabulAIDCompliance@state.gov. Requests to redact the award must be based on a claim that the award document contains proprietary or confidential business information or personally identifiable information (PII) justifying the redaction.

END OF SECTION H

SECTION I – CONTRACT CLAUSES

I.1. The terms and conditions in Section I of the IDIQ apply to this task order. Specific terms for the task order are provided below:

**1.2. 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS APR 2014
AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER
RIGHTS**

**I.3. 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE
CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015)**

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

(b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

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

(d)(1) In accordance with section 7 43 of Division E, Title VI I, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

**I.4 52.225-19 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 Regional Security Officer 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)

END OF SECTION I

SECTION J – ATTACHMENTS

1. Background
2. Relationship to USAID Programs
3. Marking and Branding Strategy
4. Mission Order 201.05
5. Environmental Examination

END OF SECTION J

ATTACHMENTS

J.1 BACKGROUND



Attachment 1 -
Background. revised (

J.2 RELATIONSHIP TO USAID PROGRAMS



Attachment 2 -
Relationship to USAID

J.3 MARKING AND BRANDING STRATEGY



Attachment J.3
APFM BIP MP - Chem

J.4 MISSION ORDER 201.05



Vetting.pdf

J.5 INITIAL ENVIRONMENTAL EXAMINATION



Annex B- IEE1.pdf

[END OF ATTACHMENTS]

Attachment J1

Annex 1: Background

Afghanistan has achieved significant development gains since 2002, averaging 9.4 percent annual economic growth, increasing school enrollment from a million students to over 9 million, and increasing life expectancy by twenty years. However, with the transition of responsibility for security from the international community to NUG in 2014 and an expected decline in future aid levels, Afghanistan is challenged to become more self-sustaining and provide more of its own resources to maintain its development gains and stability. The World Bank estimates that Afghanistan will face an annual fiscal gap of nearly 20 percent of gross domestic product (GDP) well into the next decade.¹ One of the major economic challenges facing the fragile, new Afghan government will be addressing both a major fiscal deficit in 2014/15 and the longer term, structural fiscal gap.

Over the past twelve years, the Afghan government has progressed in many critical aspects of public financial management. With international assistance, including from USAID, NUG increased customs revenues by 400 percent between 2006 and 2011. The Afghan government has transitioned from an almost total reliance on customs revenues to a more balanced revenue structure, with customs and non-tax revenues in 2013 contributing 26-27 percent to total revenues each and tax revenues contributing approximately 47 percent of total revenues. Overall, revenue grew 20 percent per year between 2002 and 2011, reaching \$2.1 billion. Also, Afghanistan's 2013 Public Expenditure and Financial Accountability (PEFA) assessment and the Open Budget Initiative's 2012 survey document the Afghan government's significant progress.²

While impressive by the standards of similar poor, post-conflict countries, this progress is fragile. In fiscal year 2013, NUG public expenditures were approximately US\$5.4 billion or 26 percent of GDP. In contrast, total domestic revenues were only 9.6 percent of GDP, leaving a deficit of almost 16.4 percent of GDP (the gap in 2012 stood at 13.4 percent). Moreover, international donors directly financed expenditures³ representing approximately 25-30 percent of GDP, making NUG's overall deficit, including both on- and off-budget expenditures, approximately 37-42 percent of GDP. Revenues weakened further in 2014 to an anticipated 8.7 percent of GDP.

The decline in revenue is particularly problematic as NUG undertakes increasingly more significant expenditures. In 2013, fiscal sustainability deteriorated markedly due to increased expenditures combined with a shortfall in revenues and the situation worsened in 2014. Total domestic revenues' coverage of operating expenditures declined from 65 percent in 2011/2012⁴ to 60 percent in 2012 and further to 50 percent in 2013. Also, once the government begins to incorporate donors' plans for additional on-budget spending over the next few years into its own

¹ <http://documents.worldbank.org/curated/en/2013/02/17423299/afghanistan-transition-looking-beyond-2014>

² See: <http://documents.worldbank.org/curated/en/2013/08/18525716/afghanistan-public-financial-management-accountability-assessment> and <http://survey.internationalbudget.org/#profile/AF>.

³ Development expenditures represent approximately 27 percent of the budget (about 7 percent of GDP).

⁴ In 2012, NUG switched its fiscal calendar, with 2012 serving as a 9-month, transition fiscal year. Beginning late 2012, NUG's fiscal year began on December 21. Prior to 2012, the fiscal year began on March 20.

incipient medium-term budget-planning/forecasting efforts, this will indicate a larger burden on the national budget and additional resources will be needed to cover the associated costs.

Afghanistan's expected long-term fiscal gap requires the country to maximize revenue mobilization and exercise budgetary discipline and efficiency to meet government expenditures essential to its continued development and stability.⁵ NUG is facing a fiscal crisis in 2014 which, by some estimates, involves a fiscal gap of close to \$500 million. Although several factors have contributed to this problem, including political uncertainty, low economic growth, higher security spending, and mandated social benefit spending, major contributors to the problem have been unrealistic budgeting and insufficient revenue. By some accounts, for example, the MOF over-budgeted its discretionary development budget by \$372 million in 2014. As such, NUG urgently needs to improve its revenue performance. There is also a need for more effective and efficient budgeting in support of greater fiscal sustainability.

⁵ Wages and salaries and supply of goods and services are the two largest components of the operating budget.

Attachment J.2

Annex 2: Relationship to USAID Programs, USG Strategy, and NUG Priorities

APFM builds on previous USAID efforts, particularly the Economic Governance and Growth Initiative (EGGI) project (see Annex 3), and will complement other USAID/Afghanistan and donor projects (see Annex 4). The Office of Economic Growth and Infrastructure (OEGI)'s Afghanistan Trade and Revenue (ATAR) project has a focus on increased customs revenue and implementation support, in partnership with DFID, for an expected value-added tax (VAT); the MIDAS project is working to enable revenue generation from the mining sector. The Office of Democracy and Governance (ODG) plans two sub-national governance projects. Strong Hubs for Afghan Hope and Resilience (SHAHAR) will help improve municipal budget execution, including help with the installation or expansion of the General Directorate for Municipal Affairs' Integrated Financial Management System (IFMS) in the provincial capitals. The Initiative to Strengthen Local Administrations (ISLA) will focus on provincial development planning and budgeting, institution building, and citizen engagement in sixteen target provinces.

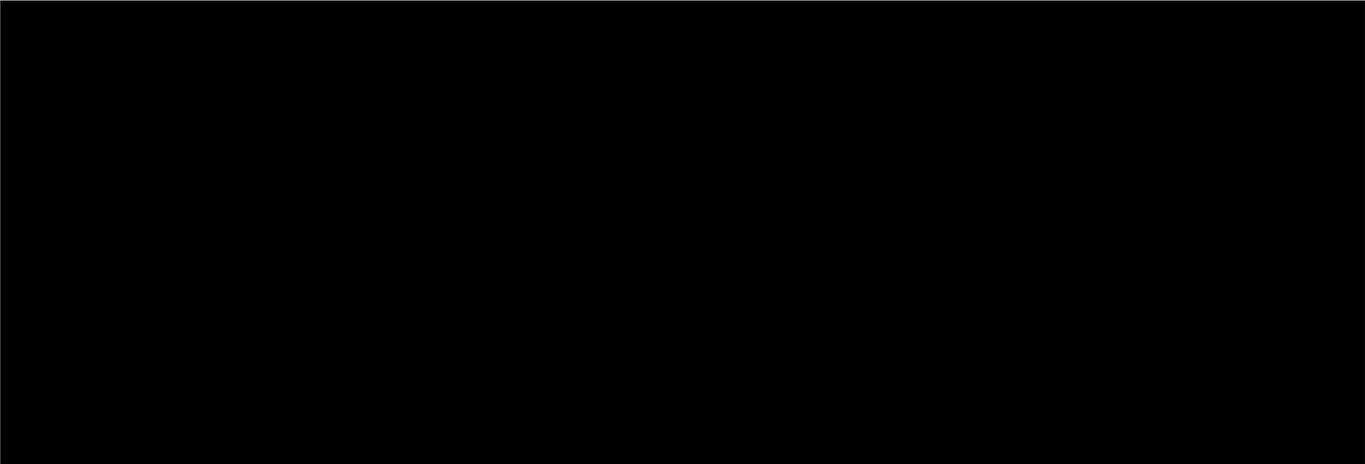
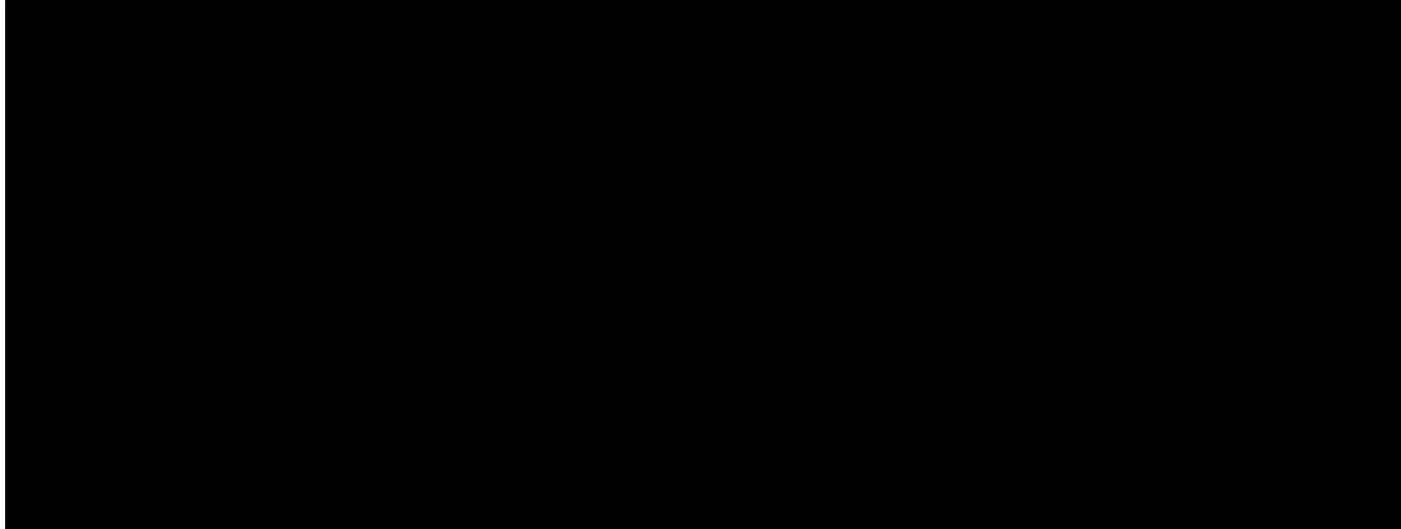
APFM supports the 2011 U.S. Economic Strategy for Afghanistan, which identifies sustainable macroeconomic and fiscal policies and strengthened governance and capacity as major pillars that support economic growth. The project also reflects the USAID/Afghanistan three-year strategy objectives of economic growth, social gains, and improved governance and the cross-cutting issue of capacity development. APFM supports USAID's mission of partnering to reduce extreme poverty by taking an approach consistent with USAID Forward and strengthening Afghan institutions' ability to increase fiscal sustainability. In line with NUG's 2010 Afghanistan National Development Strategy (ANDS) and the new government's priorities, APFM will enable Afghanistan's transition to the Transformation Decade through reduced financial dependence. The project will also support implementation of NUG's Public Financial Management Roadmap II (PFMR II). Finally, strengthened Afghan PFM is essential to realizing the USG and international community's commitment to provide more development funds to NUG on-budget.

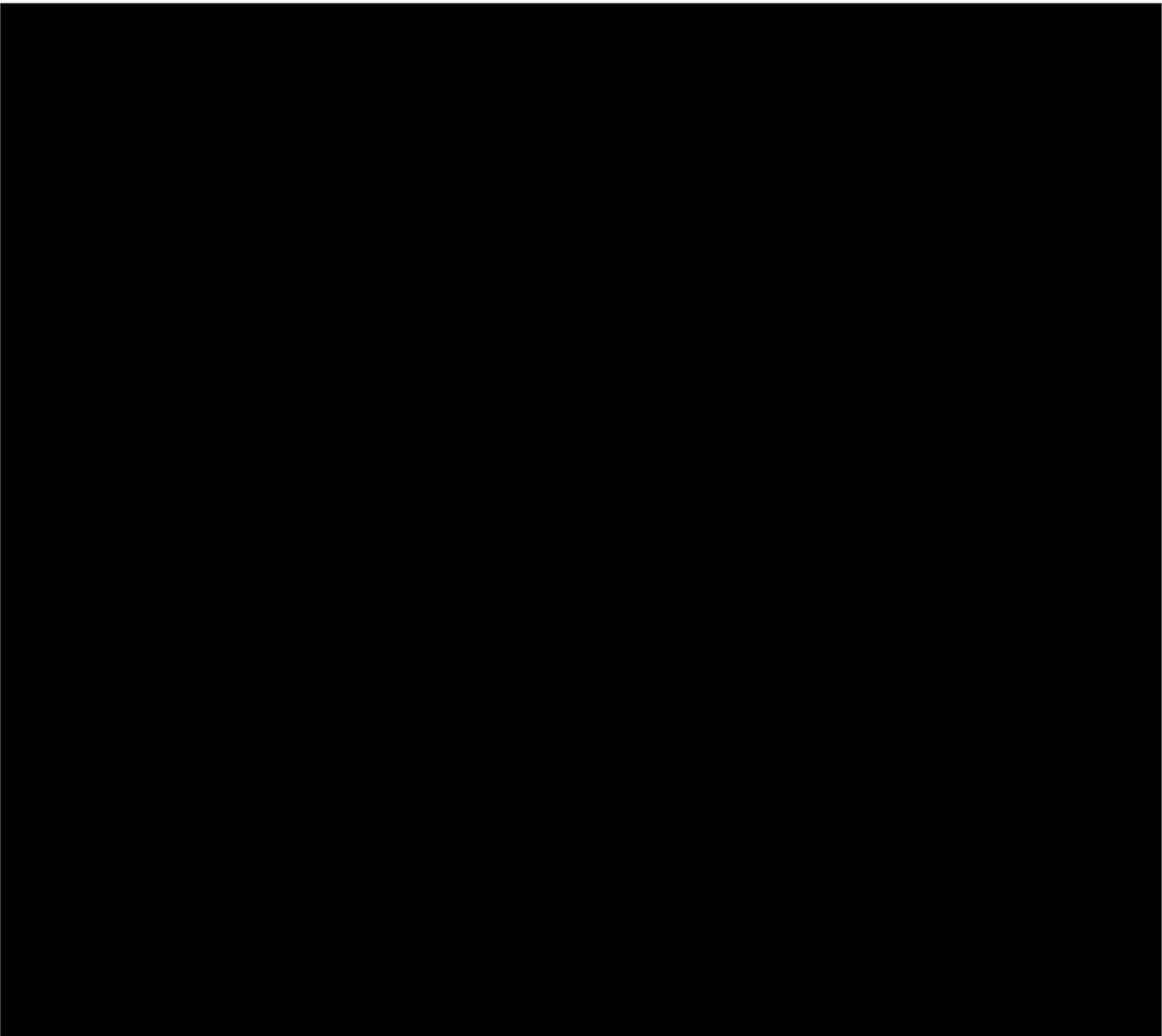
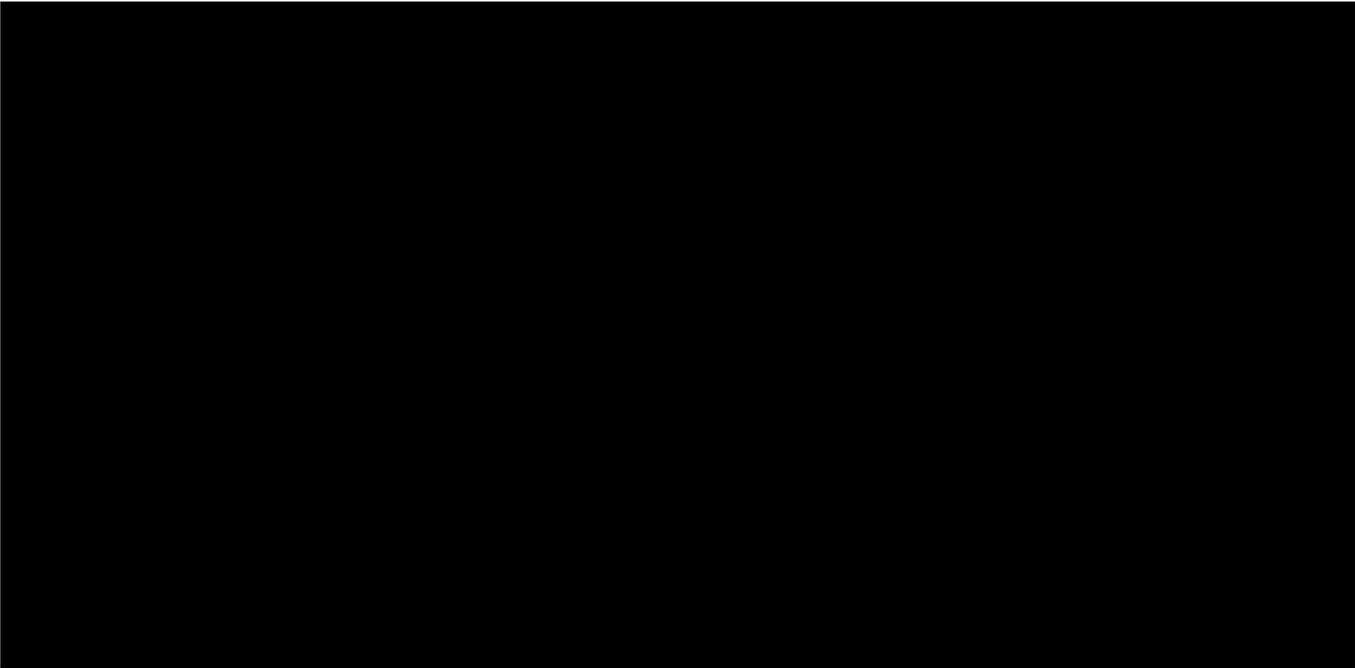


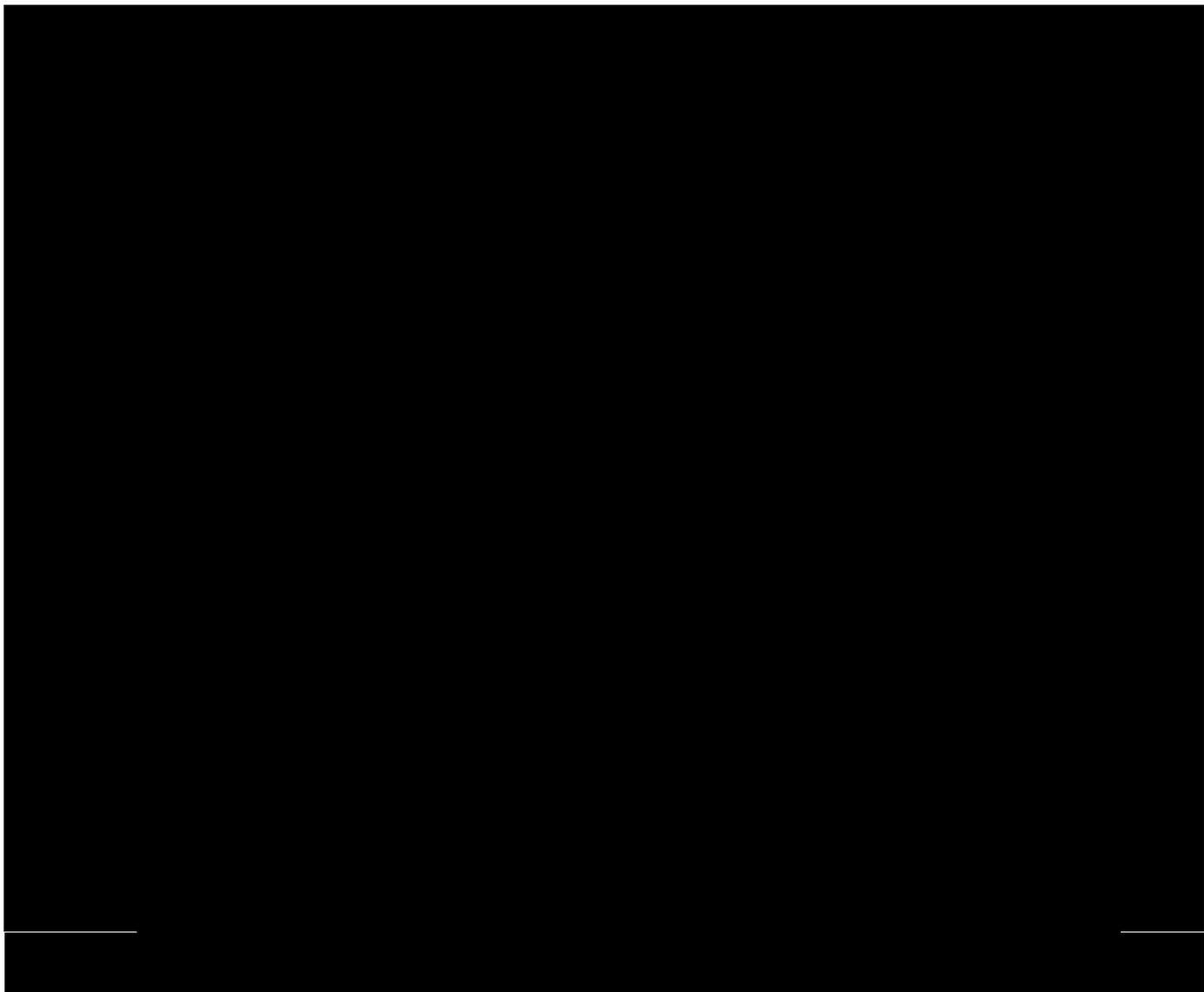
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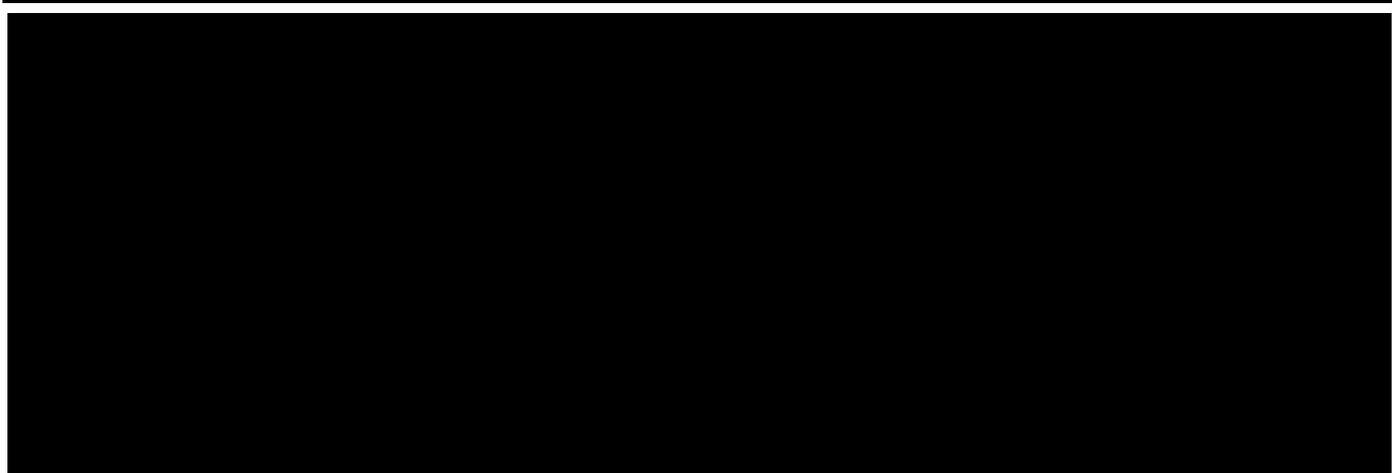
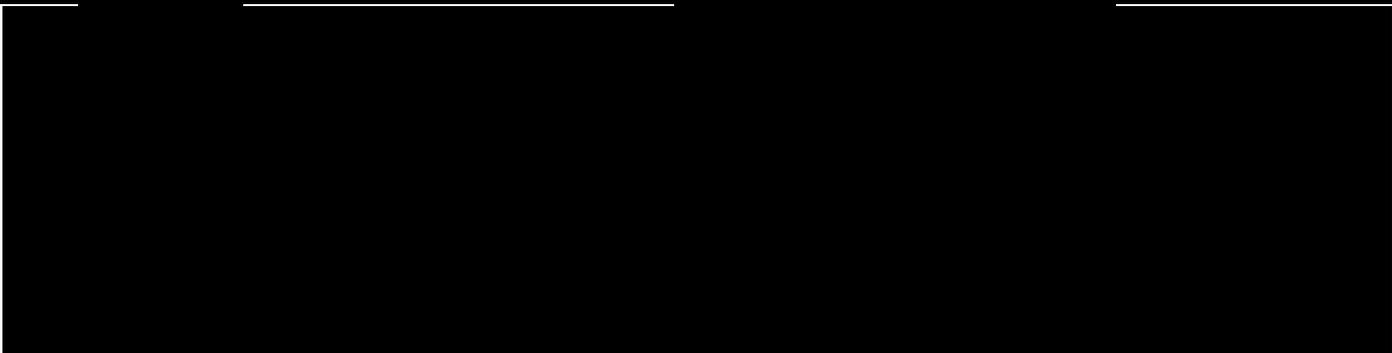
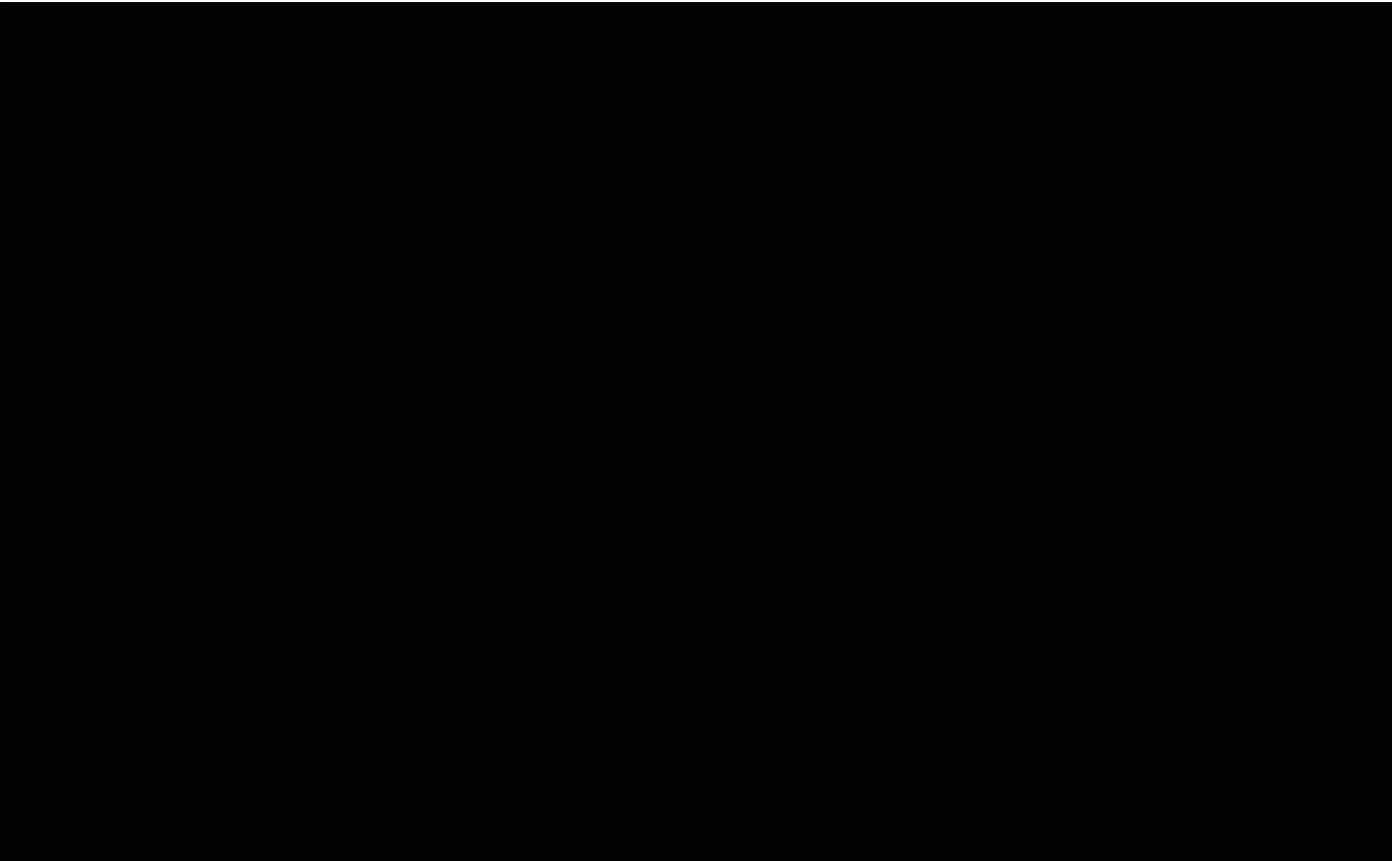
FROM THE AMERICAN PEOPLE

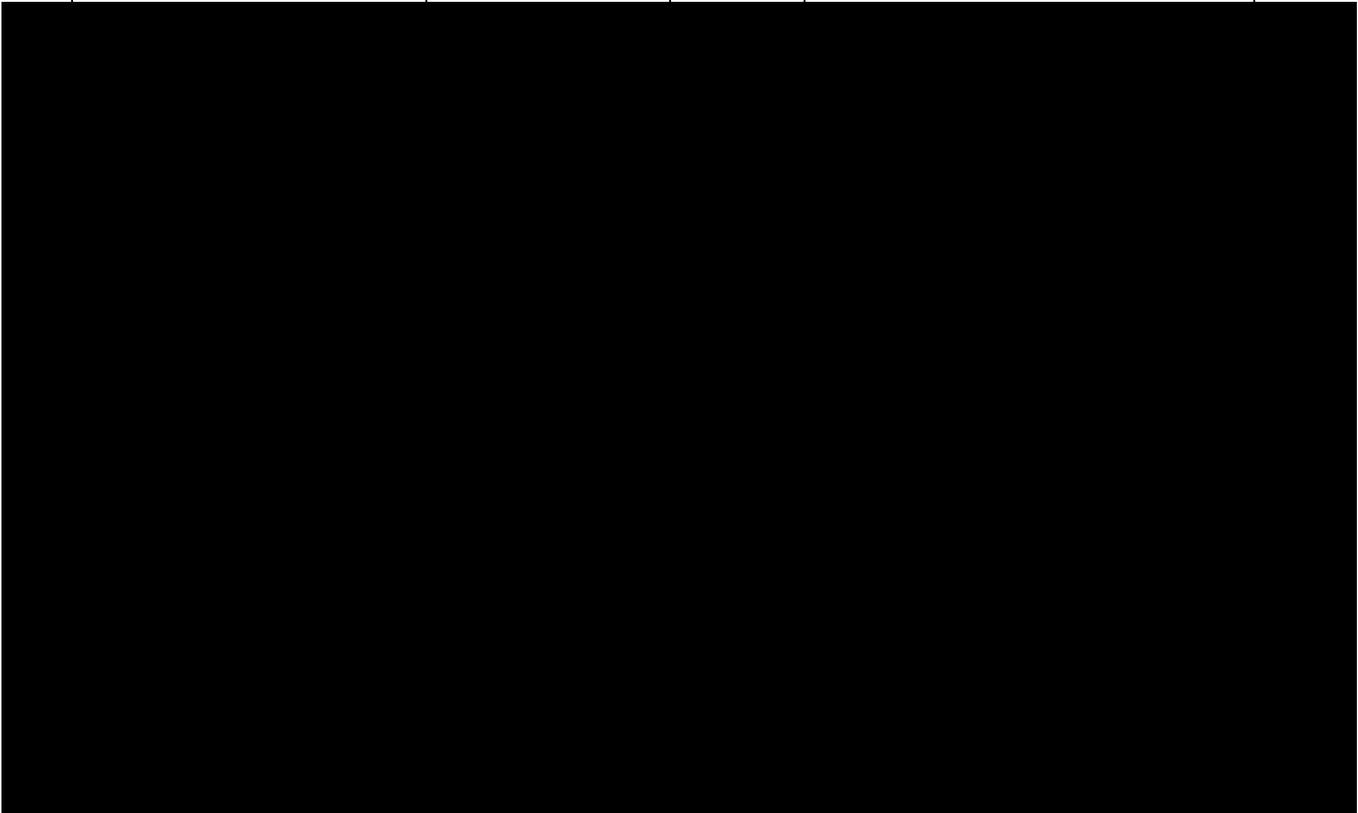
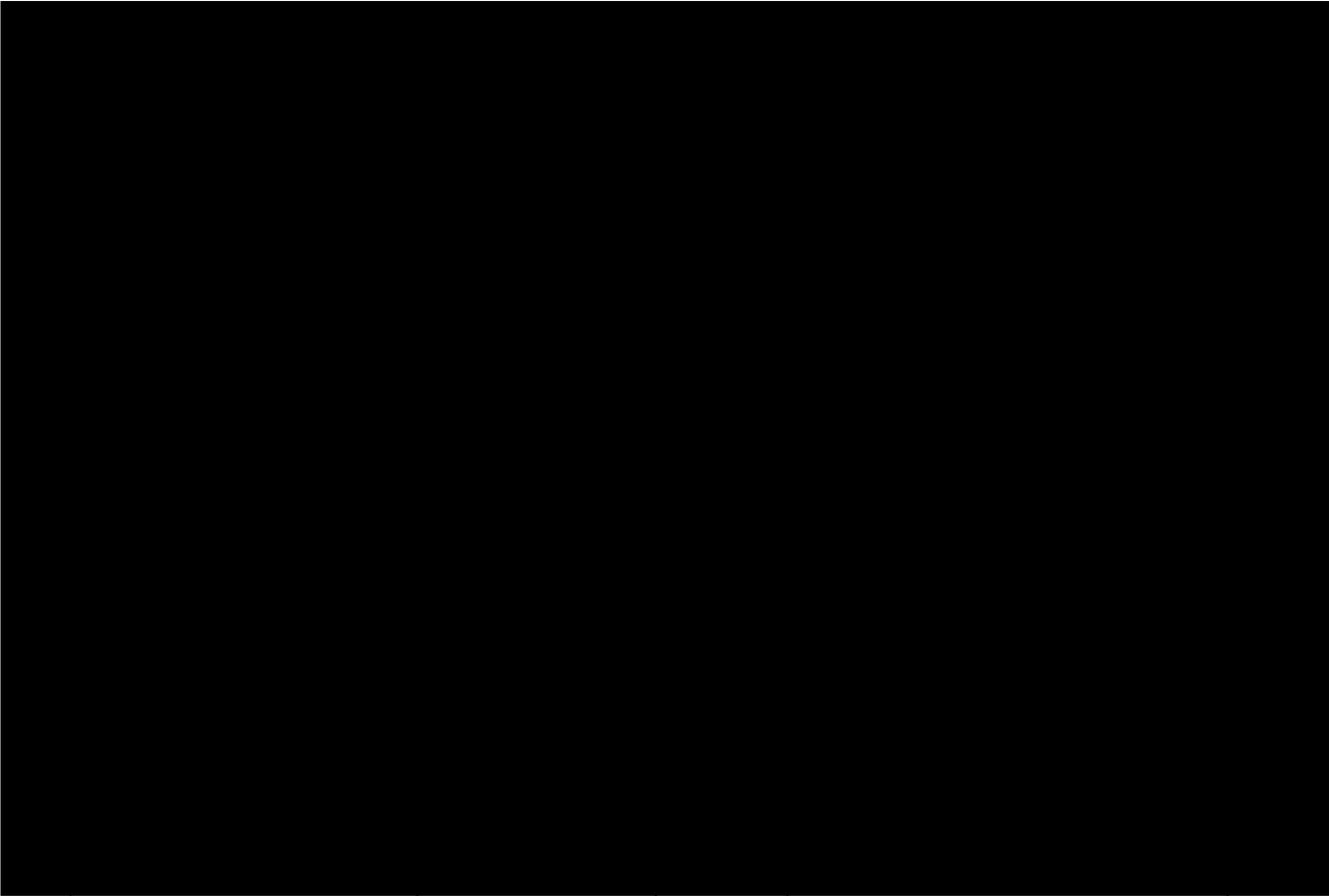
Attachment J.3

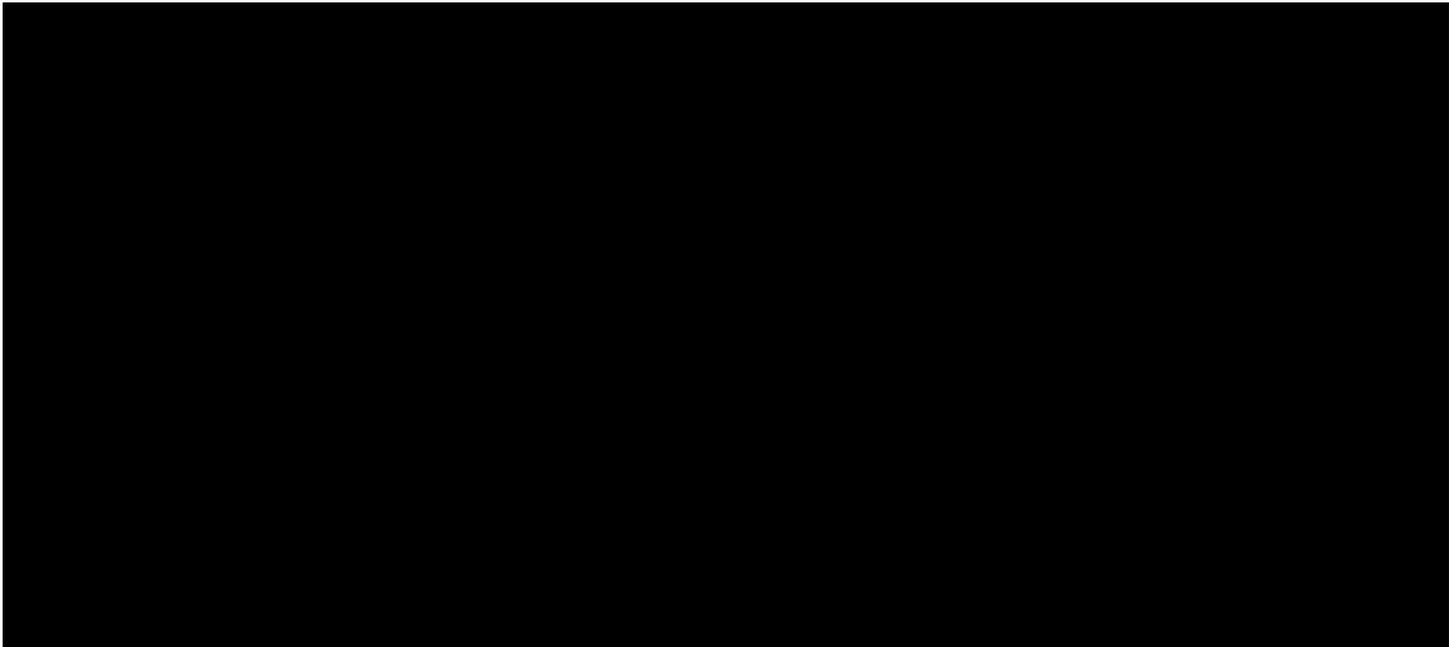














MISSION ORDER

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

I. PURPOSE

To protect national security interests and as the steward of United States Government (USG) funds, USAID must take reasonable and appropriate steps to ensure that neither USAID funds nor USAID-funded activities, inadvertently or otherwise, provide funds, goods, services, or other material support to or for the benefit of Prohibited Parties. This Mission Order outlines policies, responsibilities and procedures aimed at ensuring that USAID-financed projects and activities are insulated against their benefits being provided, even inadvertently, to Prohibited Parties.

As stated in Mission Order 201.03, the Mission is required to complete terrorist financing risk assessments prior to the request for any program funds from USAID/Washington, including early release monies, reprogramming, and the full year Operating Year Budget.

This Mission Order is in coordination with Mission Order 201.03 (Terrorist Finance Risk Assessment, dated October 2009) and replaces Mission Order 201.05 dated July 8, 2013, 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.

“In-kind assistance” means non-cash support to accomplish a public purpose to an eligible recipient. Examples include, but are not limited to, food, water, medical care, shelter, equipment, supplies, expendable property, and the value of goods and services.

“Key Individuals” means the individuals defined in Appendix A.3. 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 not a U.S. organization. A U.S. organization is any entity which is: (1) organized in the U.S.; (2) more than 50% owned in equity stake (or equivalent thereof) by U.S. persons; and (3) has a place of business in the U.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) and Da Afghanistan Breshna Sherkat (DABS).

“Participant Trainee” means an eligible host-country resident or national sponsored by USAID for a Participant Training program conducted within the U.S., a third country, or in-country for the purpose of furthering USAID development objectives. See also ADS 253.

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

“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) supports, has supported, is or has been engaged in or poses a significant risk of committing other activities that are contrary to the national security and foreign policy interests of the United States.

“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

- Foreign Assistance Act of 1961, as amended (FAA) – 22 USC 2151 et seq.
- 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.
- Title 18 USC Sections 2339A and 2339B, prohibits 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, other means exist to limit support to Prohibited Parties. First, the CO or AO, as applicable, is required to check relevant public lists including the specially designated nationals (SDN) list and the excluded parties list found at the 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.

USAID is implementing a pilot for a Partner Vetting System (PVS) for USAID assistance and acquisition awards (see 78 FR 69802 dated Nov. 21, 2013). The purpose of the PVS is to 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. The procedures set forth in this Mission Order are separate from those of the PVS pilot program.

V. PROCEDURES FOR VETTING

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

VI. EFFECTIVE DATE

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


William Hammink
Mission Director

7 June 2015
Date

IX. APPENDICES

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

Appendix A: Vetting Procedures

1. **Applicability:** Subject to the exceptions in section 1.f. 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. Additionally, vetting applies to all Awards to RMCs 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, sub-grant, 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 assistance¹:** USAID reserves the right to conduct vetting of implementing partners in connection with any on-budget assistance award, including any Sub-awards under such on-budget assistance.
 - d. **Participant Trainees:** Regardless of Section 1.f. below, the Mission will vet individuals for whom the Mission finances scholarships, fellowships, or other structured training, but only where the Mission specifically approves the individual participants and the total value of the scholarship, fellowship, or other structured training is over \$25,000.
 - e. **Global Development Alliances, Public/Private Partnerships, and Development Credit Authority Activities:** For Development Credit Authority activities, vetting will be conducted for the individual of the financial institution who will sign the agreement with USAID and the officials of the financial institution who are responsible for deciding whether to enter into the agreement with USAID. Consideration should also be given to vetting key individuals of borrowers when the Mission knows who the borrower will be. For alliances and partnerships where USAID will not be providing funding to an organization, vetting is not required for such an organization, but may be conducted at the discretion of the mission.
 - f. **Exceptions:** Except as provided in Section 1.g. below, the vetting procedures set forth herein do not apply to:

¹ USAID/Afghanistan's on-budget assistance to GIRoA includes: (a) direct delivery of USAID funds through partner government systems, also referred to as government-to-government assistance per ADS 220; and (b) USAID contributions to multi-donor trust funds administered by Public International Organizations.

- 1) Ultimate beneficiaries* of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans and shelter;

*** Vetting is required when cash or in-kind assistance over \$25,000 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 persons or entities that benefit from the assistance indirectly. In the prior example, no vetting would be required for patients of the hospital, customers of the manufacturer, or users of the recreational facilities.

- 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;
- 3) The Afghanistan Public Protection Force, as the sole provider of pay-for-service security requirements mandated under Presidential Decree 62;
- 4) Urgently needed humanitarian assistance (i.e. natural disasters, large scale accidents, etc.), as determined by the Mission Director for awards made by USAID/Afghanistan or the Director of either the USAID Office of Foreign Disaster Assistance or Food for Peace for awards made by USAID/Washington. Vetting may commence once the immediate need has been addressed and may also be conducted post-obligation;
- 5) Contributions and Grants to Public International Organizations (see Section 2.c); and
- 6) Donor to Donor agreements as described in Section 2.c.

- g. 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. If there is a situation not specifically addressed in the Mission Order, consult the VSU.

2. Further Rules on Applicability:

- a. **Vetting Threshold:** The \$25,000 threshold applies to all Awards, Sub-awards, and their amendments, except RMCs pursuant to 1.a above. If an amendment, modification, or additional order would increase the amount of an Award or Sub-award under the prime above \$25,000, vetting shall be required.
- b. **Government Officials:** Government officials, including parliamentarians and national, provincial, district and municipal officials, are only subject to vetting: (1) 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; or (2) if they are direct recipients of funds under an Award. For purposes of this Mission Order, District Development Councils, Community Development Councils and similar entities will be subject to vetting if they are direct recipients of funds under an Award over \$25,000.

- c. **PIOs and Donors:** Although PIOs and other Donor Countries are not themselves subject to vetting, USAID reserves the right to conduct vetting of non-U.S. parties to whom PIOs and Donors make Awards or otherwise provide assistance.
- d. **Parastatal and Government Sub-awardees:** Government and parastatal entities are generally not subject to vetting. However, USAID reserves the right to conduct vetting of 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.
- e. **Educational Institutions:** Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations (i.e. public institutions are treated as government entities and generally not subject to vetting) .
- f. **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.

USAID reserves the right to vet a parent or affiliated organization of a potential Awardee.

- g. **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.
- h. **Anticipatory Vetting of Awardees:** An implementing partner may submit a vetting request in advance if it anticipates that within any given year, a particular Sub-awardee will receive \$25,000 or more in Sub-awards cumulatively, if the period of performance does not extend beyond one year.

If an implementing partner anticipates awarding more than one Sub-award to an organization within a given year at any threshold, the implementing partner may submit

ONE request in advance with the anticipated number of awards and the budget for each. The implementing partner should list the individual tasks, the costs amounts and dates in the award purpose section.

- i. **“Competitive Range” Vetting:** If an implementing partner, after conducting a competitive range process, shortlists a number of organizations/companies as potential Sub-awardees, the implementing partner may submit all the shortlisted potential Sub-awardees for vetting, in anticipation of the award. The shortlist of organizations/companies may not exceed three (3).
- j. **Washington-based and Regional Awards:** Vetting is required in bilateral or regional activities and programs to be implemented by USAID/Washington bureaus and offices only for the component of the regional activity that is being implemented in Afghanistan and funded with USAID/Afghanistan funds. Whenever implemented, notice must be provided in the solicitation and subsequent Award and Sub-award to the local implementer.

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). If a potential Awardee has branches or other like operations in different locations in Afghanistan, then each person who has significant responsibilities for administration of USAID-financed activities or resources in a particular geographic location is a “key individual.”).

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

Vetting will not generally 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 Afghanistan Investment Supporting Agency (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 under non-U.S. awards, 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 with respect to a request pursuant to Section 4(b) above. Notices should conform to the appropriate language 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 (with a copy to the VSU) is responsible for communicating with the prime Awardee. Notices shall conform to the appropriate language in Appendix C.

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. Awardee must be vetted for each new Award that exceeds the Vetting Threshold, and at least annually for the duration of an Award.

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 a suggested template for notices to prime award recipient.]

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 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) supports, has supported, is or has been engaged in or poses a significant risk of committing other activities that are contrary to the national security and foreign policy interests of the United States.

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 the entities were determined ineligible for prior awards. We understand that entities change and evolve over time.

Sincerely,

[CO/AO]



USAID | AFGHANISTAN

FROM THE AMERICAN PEOPLE

US AGENCY FOR INTERNATIONAL DEVELOPMENT Office of Afghanistan & Pakistan Affairs (OAPA)

INITIAL ENVIRONMENTAL EXAMINATION

Country Code: 306
Program Area: Economic Growth
Assistance Objective: A developed business climate that enables private investment, job creation, and financial independence.
Intermediate Results: 4.1: Effective fiscal and monetary policy implemented
Country or Region: Afghanistan
Activity Name: Afghanistan Public Financial Management (APFM) Project
Funding Period: August 2013 through August 2016
Amount: \$64,000,000
IEE Prepared by: Richard Chen, Office of Economic Growth and Infrastructure, USAID/Afghanistan
Date: August 26, 2012
IEE Amendment (Y/N): No

Environmental Action(s) Recommended (check all that apply):

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

1. PURPOSE, BACKGROUND, AND ACTIVITY DESCRIPTION

1.1 Purpose and Scope of IEE

The purpose of this Initial Environmental Examination (IEE), in accordance with 22 CFR 216, is to provide the first review of the reasonably foreseeable effects on the environment, as well as the recommended Threshold Decision for the Afghanistan Public Financial Management (APFM) Program. This IEE provides a brief statement of the basis for the Threshold Decision as to whether an Environmental Assessment or an Environmental Impact Statement is required for the subject project.

1.2 Background and Project Description.

Improved GIRoA service delivery to Afghan citizens is critical for long-term stability and economic growth in the country. Going forward, the GIRoA needs to be able to deliver public

services at both the national and sub-national level through its own financial and administrative systems, including adequate accountability systems to reduce corruption. Continuing USAID engagement in national and provincial budget processes from planning to spending and reporting will help to ensure that Afghans have confidence in their government and a stake in its future.

Work to support the PFM Roadmap has already been successful in many areas. USAID is working closely with the Ministry of Finance (MoF) to implement program budgeting as a key reform across the government. In FY 10, all ministries submitted their budgets on time for the first time. Additionally, the MoF launched a provincial budgeting reform pilot, which includes training for five Provincial Directorates in how to plan and submit an annual budget. For the first time, Provincial Directorates will be able to set their own development priorities and request funding allocations through their respective Line Ministries in Kabul for inclusion in the national budget. However, there is still much work to be done to fully implement these two reforms as well as

The proposed project is a follow on to the current Economic Growth and Governance Initiative project. It will build the capacity of the MoF, Budget Units, and Provincial Directorates in support of PFM Roadmap goals.

1.3 Activity Description

APFM activities will include the following:

1. Training

- Conduct classroom and on-the-job training to the MoF and Line Ministry staff in areas of financial management, procurement, budget preparation and oversight, project planning and design, and information and communication technology (ICT), execution and oversight;
- Conduct symposiums and workshops for MoF and Line Ministry staff for educational and awareness of budgeting reforms.

2. Procurement

- Procure office equipment and life support, lighting and heating systems, tables, desks, chairs and stationery.
- Procure and maintain ICT equipment (e.g., internet connections, telephone service, computers) for APFM offices;
- Procure construction materials including cement and PVC pipe;
- Procure small generators under 500 kw and fuel to cover winter generator needs of the Implementing Partner's office and living quarters

3. Travel and Transportation Costs

- Official provincial-level staff on official business and outreach to districts, municipalities, villages and other provinces
- Transportation costs for Ministry of Finance officials to travel to the provinces

2.0 COUNTRY AND ENVIRONMENTAL INFORMATION

2.1 Policy, Legal and Regulatory Framework

The primary relevant law and legislation framing social and environmental issues is the Environment Law of Afghanistan (2007).

Environment Law of Afghanistan, 2007

Until recently, Afghanistan had very poor legislation covering Environmental issues, although United Nations Environmental Program (UNEP) experts identified several laws containing environmental provisions issued during the period from 1963 to 2000. With the assistance of international institutions, Afghanistan is developing environmental legislation and an institutional network. The main piece of environmental regulation in the Government of the Islamic Republic of Afghanistan (GIROA) is the Environmental Law which is based on international standards and was published in Official Gazette January 25, 2007. This law is based on Article 15 of the Constitution of Afghanistan which imposes the state to adopt necessary measures to protect natural forests and living conditions of the country. The responsibility for implementation of the provisions of this law was issued to the recently established National Environmental Protection Agency (NEPA). The NEPA is State authority with a large list of functions including:

- Coordination of environmental affairs at the international, national and local levels
- Regular reporting on the environmental situation in the country
- Developing policies and strategies promoting sustainable development and plans for environmental management
- Providing environmental services including permitting for related activities

The Act under which the National Environmental Protection Agency (NEPA) was established specifies that the proponents of any project, plan, policy or activity must submit to NEPA a preliminary Environmental Assessment, in order to allow NEPA to determine the associated potential adverse effects and possible impacts. After reviewing the preliminary assessment, NEPA can either authorize - with or without conditions – the project, plan, policy or activity, provided that the potential adverse effects of the proposed activities on the environment are unlikely to be significant. Otherwise, NEPA may require the proponents to submit a detailed environmental impact statement including a comprehensive mitigation plan for its review and approval.

NEPA Environmental Impact Assessment (EIA) Board of Experts review, assess and consider applications and documents of the sub-project submitted by the proponent. Acting on the advice of the EIA Board of Experts, NEPA has the option of either granting or refusing permission. Once permission is granted the proponent needs to implement the project within three years of the date of which the permission has been granted, otherwise, it will lapse. EIA Board of Expert

decisions can be appealed (Art. 19). A detailed EIA procedure has been laid out by the NEPA for the proponents to follow for mandatory environmental compliance.

2.2 Environmental and Social Baseline

Afghanistan's economy has improved significantly since the fall of the Taliban regime in 2001 largely because of the infusion of international assistance, the recovery of the agricultural sector, and service sector growth. Despite the progress of the past few years, Afghanistan is extremely poor, landlocked, and highly dependent on foreign aid, agriculture, and trade with neighboring countries. Much of the population continues to suffer from shortages of housing, clean water, electricity, medical care, and jobs. Insecurity and the Afghan government's inability to extend rule of law to all parts of the country pose challenges to future economic growth. It is expected to take the remainder of the decade, and continuing donor aid and attention, to significantly raise the average Afghan's living standards from its current level, which is among the lowest in the world. While the international community remains committed to Afghanistan's development, pledging over \$24 billion USD at three donor conferences since 2002, Kabul will need to overcome a number of challenges including expanding poppy cultivation, budget sustainability, job creation, corruption, government capacity, and rebuilding war torn infrastructure (CIA, 2005).

Years of civil war, compounded by Taliban rule and the worst drought in decades, have devastated Afghanistan. In 2001, when the Taliban was forced out of power, more than half of Afghanistan's people lived in poverty and were unemployed. Virtually, the country's institutions and much of its infrastructure were destroyed (CIA, 2005). During this time Afghanistan had not only lost a generation of engineers and skilled labor but its medical care and education systems had been left in shambles. As a result, the median age is 17.6 years with more than 45 percent of the Afghan population under 14, and 53 percent between 15 to 64 years old. Unemployment is currently estimated to be 40 percent. Much of the population continues to suffer from shortages of housing, clean water, electricity, medical care and jobs (USACE-AED, 2007).

Degradation of the environment and depletion of natural resources are also significant and visual consequences of the long period of instability including depletion of forest cover by 66.5% in the south-eastern part of the country over the last 30-year period. Wood is still the main source of energy for over 90% of households (Afghanistan Statistical Yearbook, 2007). Despite the country's challenges, the Afghan government, the United States, and international donors are committed to improving access to basic necessities by prioritizing infrastructure development, education, housing development, jobs programs and economic reform. Reconstruction projects include national and provincial road construction, water management studies and alternative power initiatives like micro-hydro power stations (USACE-AED 2007).

In order to fulfill inter-institutional coordination the Committee for Environmental Coordination was created, with a sub-national committee in each province. In accordance with provisions of

Environmental law NEPA issued the Environmental Impact Assessment Regulations. The law includes provisions for Environmental Impact Assessments and public participation procedures.

In June 2009 NEPA issued the first Afghanistan list of the protected species which included 46 species.

Afghanistan is a party of International agreements for biodiversity, climate change, desertification, endangered species, environmental modification, marine dumping, and ozone layer depletion. The country also signed the agreement for hazardous waste which is still not ratified.

3.0 RECOMMENDED THRESHOLD DECISIONS

The table below lists activities covered in this IEE as well as the recommended threshold decisions.

Proposed program activities and recommended threshold decisions

No	Activities	Effect on Natural or Physical Environment	Determination and Reg. 216 actions required
I	<p>All project activities that do not have an effect on the natural or physical environment which include:</p> <ol style="list-style-type: none"> 1. Training programs including vocational training 2. Procurement of office equipment, lighting and heating systems, tables, desks, chairs and stationery 3. Transportation and Travel Expenses <p>Budget allocated to these activities: \$62,000,000 Percentage of total project budget: 96.9%</p>	No effect on the environment	<p>Categorical Exclusion, no actions required</p> <p>Per 22 CFR 216.2(c)(2)(i) and (iii) proposed activities are within the classes of actions such as analyses, studies, academic or research workshops and meetings. All procurement will be in compliance according to ADS 312.</p>

<p>II</p>	<p>All project activities that will affect the natural or physical environment which include:</p> <ul style="list-style-type: none"> a. Procurement of IT Equipment b. Procurement of generators and fuel <p>Budget allocated to these activities: \$2,000,000</p> <p>Percentage of total project budget: 3.1%</p>	<p>May have significant effect on the environment</p>	<p>Negative Determination with Conditions per 22 CFR 216.3(a)(3)(iii)</p> <p>The potential negative effects can be mitigated through appropriate measures.</p> <ul style="list-style-type: none"> a. The implementer is required to review the adequacy of the environmental capabilities of the contractors to be involved. Implementer will ensure that appropriate environmental standards and best industry practices for monitoring and mitigation plans are followed by the contractors. b. The implementer will ensure that equipment is used in an environmentally sound and safe manner and properly disposed of at the end of its useful life in a manner consistent with best management practices according to U.S., European Union or equivalent standards acceptable to USAID c. Implementer will ensure that for all activities that has adverse impact on the environment, that appropriate environmental mitigation measures are
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		<p>implemented along with the work. Environmental and social considerations will be integrated into design and planning of all such activities.</p> <p>d. All procurement will be in compliance according to ADS 312.</p>
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4.0 ENVIRONMENTAL RECOMMENDATIONS

a) Recommended Action: *Categorical Exclusion*

APFM activities for training and procurement of office equipment and other similar types that do not have an effect on the natural and physical environment, fit within the categories listed in 22 CFR 216.2 (c) (2), and are categorically excluded from any further environmental review requirements. The originator of the proposed action has determined that the proposed activities are within the following classes of actions:

- Education, technical assistance, or training programs, except to the extent such programs include activities directly affecting the environment (such as construction of facilities, etc.). [22 CFR 216.2(c)(2)(i)];
- Analyses, studies, academic or research workshops and meetings. [22 CFR 216.2(c)(2)(iii)];
- Document and information transfers. [22 CFR 216.2(c)(2)(v)];
- 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*

For the procurement of IT equipment and generators and fuel, it is expected to have a minor or insignificant effect on the natural and physical environment when mitigated with appropriate measures during the disposition of the assets.

The proposed action is that the Implementers shall provide evidence that equipment, commodities, and materials procured are used in safe way and that all applicable national and international environmental laws are followed. The Implementer will also conduct an Environmental Due Diligence (EDD) review to document existing environmental conditions and

foreseeable environmental effects resulting from the activity and develop an Environmental Mitigation and Monitoring Plan (EMMP). This EMMP shall be reviewed and approved by the Mission Environmental Officer (MEO) in consultation with the Regional Environmental Advisor (REA/ OAPA). No on-site activities shall commence before the EMMP is approved by the MEO and the EMMP shall be implemented during the subject work. The Standard Conditions List may be used as a guide in developing EMMP. (See <http://www.encapafrika.org/egssaa.htm>)

Resource Allocation, Training and Reporting Requirements

The Contract with the implementer will include a requirement to comply with all Conditions of the IEE and the EMMP. The implementer will be responsible for training his staff and subcontractors on the Contract's environmental requirements and for ensuring compliance of the environmental requirements.

The implementer will have the following documentation and reporting requirements associated with the environmental compliance:

- Annual Work Plans will have a section on the planned activities related to environmental compliance.
- Progress Reports will have a section on the status of activities related to environmental compliance and results, including project summaries along with environmental impacts, success or failure of mitigation measures being implemented, results of environmental monitoring, and any major modifications/revisions to the project. If the activities implemented do not have any negative impact on the environment, this should be documented as well.
- Implementer's annual report will include an annex containing a table indicating the title, date of award, and category of each grant activity, and status of mitigation measures and monitoring results, when applicable.
- Final Report will have a section that will summarize program activities related to environmental compliance and will describe results, including information on any positive or negative environmental effects of program activities.
- Site specific Mitigation and Monitoring Reports will be submitted to USAID at the completion of each phase of work, and not on an annual basis. Reporting will include photographic documentation and site visit reports which fully document that all proposed mitigation procedures were followed throughout implementation of the subject work including quantification of mitigation. All such reports and documentation will be submitted to the COR and MEO.

Limitations of the IEE:

This assistance doesn't cover activities involving:

- 1. Assistance, procurement or use of genetically modified organisms (GMOs) will require preparation of bio-safety assessment (review), in accordance with ADS 201.3.12.2(b) in an amendment to the IEE approved by BEO/OAPA.
- 2. DCA or GDA programs.
- 3. Procurement or use of Asbestos Containing Materials (ACM) (e.g., piping, roofing), Polychlorinated Biphenyl's (PCB) or other hazardous materials prohibited by US EPA as provided at: <http://www.epa.gov/asbestos> and/or under international environmental agreements and conventions, e.g. Stockholm Convention on Persistent Organic Pollutants as provided at: <http://chm.pops.int>
- 4. Procurement or use of pesticides.
- 5. Procurement or use of Ammonium Nitrate and Calcium Ammonium Nitrate fertilizers

Revisions:

Pursuant to 22CFR216.3(a)(9), if new information becomes available which indicates that activities to be funded by the Program might be "major" and the Program's effect "significant," this negative determination will be reviewed and revised by the originator of the project and submitted to the Bureau Environmental Officer for approval and, if appropriate, an environmental assessment will be prepared.

OEGI Acting Office Director

Clearances: [Signature] Date: 5/17/2012
Greg Howell

Acting Alternate Mission Environmental Officer

[Signature] 5/16/2012
Rozbin Mihran

Regional Legal Advisor

[Signature] 8/26/12
~~[Signature]~~
JOEL SANDERFIZ

Executive Secretary

Phil Clark

Regional Environmental Advisor

[Signature] 5/17/2012
Andrei Barannik

Deputy Mission Director

[Signature] 8/26/2012
~~Joe Barton~~ George ISHAM

Mission Director

[Signature] 8/27/12
S. Ken Yamashita

Approval: _____ Date: _____

Bureau Environmental Officer

[Signature] 9/6/12
Gordon Weynand

Distribution: Mission Environmental Officer
IEE File

OAPA TRACKING #1: OAPA-12-SEP-AFG-0060



Wesner, Dennis <dwesner@usaid.gov>

FW: REQUEST FOR CLEARANCE: APFM IEE

Chen, Richard X <RChen@state.gov>
To: "Wesner, Dennis M" <DWesner@state.gov>

Sat, Aug 25, 2012 at 3:32 PM

Richard X Chen
Economic Governance Advisor
Fiscal Team Leader
Office of Economic Growth and Infrastructure
USAID Afghanistan
Office: +(93)(0)700-11-4298
Mobile: 0702-323-291

Follow  :    

This email is UNCLASSIFIED.

From: Barannik, Andrei [mailto:abarannik@usaid.gov]
Sent: Thursday, May 17, 2012 9:48 AM
To: Chen, Richard X
Cc: Mihran, Rozbih; Lin, Eugene
Subject: Re: REQUEST FOR CLEARANCE: APFM IEE

Dear Richard - reviewed this draft IEE for \$64 ml project - overall, looks OK - few comments:

- as this is a follow-up project, are there any "environmental lessons learned" from previous one, which can be distilled and used in the new activity? if yes,

please add a para or two on p. 2, after 3rd para

- p. 3 - activity description, I'd suggest that a summary table in Sec. 3.0 provides indicative budget in % and \$ for CatEx and NDC - this will help you and implementer down the road as NO reporting is required for CatEx activities; also, please make a reference to ADS 312 for procurement requirements
- "Limitations . ." - please add AN and CAN fertilizers - Tanya Nunn can give you reference to the relevant Mission Order.

With the above addressed as appropriate, please have the IEE duly signed in the Mission, put "concurred by e-mail" on "Acting Alternative MEO" and REA/Asia & OAPA lines, and send it to Gordon Weynand, BEO/OAPA for his review and approval.

Brgds,

Andrei

On Wed, May 16, 2012 at 1:35 PM, Chen, Richard X <RChen@usaid.gov> wrote:

Dear Andrei,

Hope all is well. My name is Richard Chen with the Economic Growth Office in USAID/Afghanistan. I'm currently designing a new TA project for the Ministry of Finance. Attached is the IEE, which has been cleared by the Mission's Acting Alternate Mission Environment Officer.

Please review and provide your comments. Thanks.

Richard X. Chen

Economic Governance Advisor

Office of Economic Growth and Infrastructure

USAID Afghanistan

Office: +(93)(0)700-11-4298

Mobile: 0702-323-291

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/26/12

USAID Mail - FW: REQUEST FOR CLEARANCE: APFM IEE

<<http://www.flickr.com/photos/usaidafghanistan/>>
<<http://www.youtube.com/user/USAIDAfghanistan>>

This email is UNCLASSIFIED.

-

Andrei Barannik
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