

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DFAS (15 CFR 700)	RATING	PAGE OF PAGES 1 66
	2. CONTRACT (Proc. Inst. Ident.) NO. AID-OAA-I-12-00003/AID-306-TO-13-00004		3. EFFECTIVE DATE See Block 20C

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-306-13-000036	5. ADMINISTERED BY (if other than item 5) AFGHANISTA	6. CODE AFGHANISTAN
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7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) DEVELOPMENT ALTERNATIVES INC 7600 WISCONSIN AVE STE 200 BETHESDA MD 20814-3657	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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11. SHIP TO/MARK FOR USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180	12. PAYMENT WILL BE MADE BY OFFICE OF FINANCIAL MANAGEMENT 00001
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()	14. ACCOUNTING AND APPROPRIATION DATA 306
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					
15G. TOTAL AMOUNT OF CONTRACT					\$23,455,326.00

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

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 18A. NAME AND TITLE OF SIGNER (Type or print) <i>Ralph Koehring</i> 18B. NAME OF CONTRACTOR <i>Development Alternatives Inc.</i>	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.) 19A. NAME OF CONTRACTING OFFICER <i>Ralph Koehring</i> 19B. UNITED STATES OF AMERICA 19C. DATE SIGNED <i>03/28/2013</i> 19D. SIGNATURE OF CONTRACTING OFFICER <i>[Signature]</i>
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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
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NAME OF OFFEROR OR CONTRACTOR
 DEVELOPMENT ALTERNATIVES INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Assistance to Legislative Bodies of Afghanistan(ALBA) Initial Obligated amount .. Delivery: 5 Days After Award BBFY: 2010 EBFY: 2011 Fund: ES OP: AFGHANISTA Prog Area: A08 Dist Code: 306-M Prog Elem: A034 Team/Div: AFG/DGO BGA: 306 SOC: 4100301				
0001	ALBA Base year				
0002	ALBA Option year amount				

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SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The goal of ALBA project is to support the development of the Afghan Parliament to enable it operate as an independent and effective legislative, representative and oversight body as further defined in Section C, Statement of Work.

B.2 CONTRACT TYPE

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

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

- a) The estimated cost for the 48-month base period of the performance of the work required hereunder, exclusive of fee is _____. The fixed fee is _____. The estimated cost plus fixed fee is _____.
- b) The estimated cost for the 12-month option period of the performance of the work required hereunder, exclusive of fee is _____. The fixed fee is _____. The estimated cost plus fixed fee is _____.
- c) Within the estimated cost plus fixed fee specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee) for performance hereunder is \$_____. 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" (FAR 52.232-22). See Section I of the basic IQC.
- d) Funds obligated hereunder are anticipated to be sufficient for performance through _____.

B.4 BUDGET

B.5 INDIRECT COSTS

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
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B.6 PAYMENT

Payment shall be made in accordance with FAR 52.232-25, Prompt Payment (Feb 2002) Alternate 1 (Feb 2002) and Section G – Contract Administration Data, G.4 of the basic IQC.

The paying office is:

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

B.7 COST REIMBURSABLE

The costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

(END OF SECTION B)

SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK

I. PURPOSE

Work under the Assistance to Legislative Bodies of Afghanistan (ALBA) project will support the development of the Afghan Parliament to enable it to operate as an independent and effective legislative, representative and oversight body.

ALBA is the successor to a long-term legislative strengthening effort, the Afghanistan Parliamentary Assistance Program (APAP), funded by USAID from 2004 until present. ALBA will assist in the continued development of the Afghanistan Parliament as a strong, effective, and independent parliamentary institution. The four key areas of the program are: Legislative Support; Oversight; Public Outreach; and Increased Institutional Development of the Parliament with a major focus on the commissions.

II. BACKGROUND/PROBLEM STATEMENT

The Afghan experience with parliamentary democracy has been short-lived and tumultuous. The structure of the current Afghan Parliament has its roots in the 1964 Constitution, which provided for the separation of powers and creation of a bicameral Parliament. During a brief period in the late 1960s and early 1970s, a vibrant multi-party parliamentary body took root under King Zahir Shah. With the King's dethronement in a palace coup, the Parliament was marginalized and later disbanded under communist rule. For thirty years, a national parliamentary body was completely absent from the Afghan political landscape. This lack of a legislature allowed authoritarian regimes to rule without a balance of power.

With the fall of the Taliban regime in December 2001, the interim government led by President Hamid Karzai organized a Loya Jirga that drafted a new constitution. This document provided for a bicameral and independent parliamentary body comprised of a lower house (Wolesi Jirga, herein referred to as the "WJ") and an upper house (Meshrano Jirga herein referred to as the "MJ"). Under this constitution, the MJ is capped at 102 members: one-third is filled by members of district councils and serve three-year terms¹; another third is selected by members of provincial councils and serve four-year terms; and the final third is appointed by the President to five-year terms. All members of the WJ - which currently totals 249 and is capped at 250 - are elected directly by popular vote for five-year terms. The parliamentary elections in September 2005 brought forth a diverse group of first-time parliamentarians that were officially sworn-in on December 19, 2005. Additionally, each house has a Secretariat headed by a Secretary General to administer the Houses in coordination with their administrative boards and leadership; the Secretariat of the WJ contains 300 staff, and that of the MJ contains 219 staff.

The Afghan Parliament's mandate and authority derive from the Constitution, which defines the Parliament as the "highest legislative organ" in the government and the "manifestation of the will of the Afghanistan people." The Parliament is entitled to call members of the government to give testimony, confirm or reject ministers, endorse the national budget, legislate anew and amend draft laws, and confirm or reject the ratification of international treaties.²

Starting Point

¹ Though constitutionally mandated, this representation of district councils has not yet taken effect and therefore two-thirds of the MJ are comprised of representatives elected by provincial councils. The first District Council elections are planned for 2015.

² The Constitution of the Islamic Republic of Afghanistan, Chapter 7.

The constitutional Loya Jirga began the consultation process to determine the constitutional, legal and political framework for an established Parliament. Following this framework, a secretariat was established in 2004 to undertake the work of planning and creating the new Parliament. Presidential elections were held in September 2004, and with the December 2004 inauguration of President Hamid Karzai and his announcement of a new Council of Ministers in early January 2005, the Executive branch of the Afghanistan government was formally constituted a year ahead of the legislative branch.

During the time period between late 2004 and 2005, APAP and UNDP's Support to the Establishment of the Afghan Legislature (SEAL) project worked closely with the new secretariat to lay the management and administrative foundation of the new Parliament as well as to organize and implement an extensive training program for the approximately 150 new staff of the parliament. In December 2005, the first Parliament was inaugurated and APAP organized and hosted the initial orientation program for Members of Parliament (MPs) in which over 90% of the MPs attended. This orientation program marked an important milestone in the institutional development of the National Assembly and assisted MPs in understanding their important role in national governance.

Institutional Development

Since its inception in 2004, the Secretariats of the Parliament have presided over the establishment and development of a completely new parliamentary body where none existed previously. Even the Parliament building itself laid in ruins, having suffered severe damage during the Afghan civil war. The process of creating an entirely new parliamentary body – building new facilities, designing institutional structures and administrative organizations, establishing legislative support services, hiring and training staff – would be difficult under normal conditions. It was even more difficult in Afghanistan, a conflict-ridden, resource-scarce environment with very few people who have prior legislative experience or knowledge.

Today, Parliament has a total of 351 members, two plenary chambers, committee rooms, offices for professional and administrative staff, personal offices for some MPs, one personal assistant for each MP, motor pool, security officers, cafeteria, parliamentary training institute, and other facilities. The Secretariats of the two houses include departments or offices for, among others, administration, research, legal services, archives, committee staff, human resources, press and public relations, interpretation, and international relations. The legislative support services available to MPs include basic research and analysis, legal drafting, technical and administrative support for committees, and assistance in interacting with the media. The products generally available to MPs include, among others, bill summaries of draft laws, Hansard transcripts of plenary sessions, budget analyses, and committee reports.

Political Development

Although the institutional development of the Afghan Parliament proceeded in impressive fashion during its first five-year term, its political development lagged behind. During its first three years, the Parliament enacted few laws, conducted superficial reviews of the national budget, and held no formal public hearings. However, beginning in 2008 and continuing to the end of its first term in September of 2010, the Parliament increasingly exercised its legislative and oversight functions. The number of laws during the first term exceeded fifty-six, with four of those being initiated by MPs.

In trying to answer why there was an increase in legislative and oversight activities during the latter part of the first term of the Parliament, USAID's analysis suggests that it is related to the learning curve required by new and inexperienced Parliamentarians participating in an entirely new institution and system of government. It took several years for Parliamentarians to learn, understand, and perform their roles and functions. A number of MPs and outside observers credit some of this increase in knowledge and understanding to activities implemented by the previous APAP and SEAL programs. Increasing public concerns about the performance and corruption of the Executive prompted MPs to begin a much more rigorous interpellation of government officials and representatives. The 2010 Parliamentary elections also helped increase Parliamentary activities as MPs maneuvered for press and attention in the lead up to the elections.

Current Situation

Despite many of the Parliament's impressive first term achievements, its next phase of political and institutional development, and of Afghanistan's democratic development as a whole, will be fraught with challenges and constraints.

The Single Non-Transferable Vote system with multiple seats for each voting district (in Afghanistan's case, each province is a voting district) is a major impediment to Parliament's development. Many MPs are elected to office with an extraordinarily small percentage of the overall vote and lack the mandate to carry out major policy initiatives. Political parties are weak and unable to form governing coalitions. The political system itself is tilted towards Executive power. In fact, one could argue that Parliament itself is treated as just another Ministry. It does not have the authority to determine its own budget and it rarely initiates legislation. However, Afghan Constitution provides broad powers to the Parliament. The WJ can pass any proposed legislation and override a Presidential veto with a two-thirds majority vote.

Unfortunately, widespread allegations of voter fraud, the political maneuverings around the selection of the WJ speaker, and the current political impasse concerning the results of the 2010 elections, temporarily undermined the credibility and legitimacy of the current Parliament. An opinion poll of Afghan citizens conducted by the International Republican Institute in April of 2011 indicated that over 60% of those surveyed held low opinions of the Parliament. This was a significant decrease in public's perception of the parliament from the survey conducted by the Asia Foundation prior to the 2010 parliamentary elections. However, the Asia Foundation survey results, released in November 2011 found that public confidence in Parliament had bounced back after the crisis to a 62% approval rating. The November 2012 Asia Foundation survey reported a 72% approval rating for Parliament. This seems to indicate that the public is still open to the potential value of Parliament.

The Commissions

Commissions help Parliament carry out its responsibilities. They allow for: an extensive review of numerous proposed draft laws, regardless if they are initiated in the Parliament, Supreme Court, or Executive; oversee and assess the Executive's performance; and empower MPs to improve their level of knowledge regarding the issues covered by their areas of responsibilities.

The WJ has eighteen permanent commissions and the MJ has twelve permanent commissions. A list of permanent commissions for each house can be found in Annex 1. According to the Internal Code of Procedures, the WJ has the authority to establish a special commission on the proposal of one third of its members to review as well as investigate the actions of the

Government.³

Temporary commissions, or committees, are also established to reconcile differences in draft legislation. If one House rejects or amends the decisions of the other, a joint commission comprised of members from each House shall be formed to solve the differences. The decision of the joint commission is enacted with Presidential approval. If the joint commission does not reconcile the two versions of the draft law, the WJ may pass its draft version with a two-thirds majority in the next session. This decision, without submission to the MJ, shall be enacted with Presidential approval.

The commissions create an environment for detailed technical development and agreement regarding the law in comparison to the Parliament's plenary session, which is used to argue more contentious provisions of the law.⁴ Commission meetings are often open to public participation. Public hearings facilitate constituent concerns regarding particular legislation up for consideration. News media cover many of these sessions and help to raise public awareness.

Effective commissions are competent in seven key areas: structure (tashkil), leadership, public hearings, Executive oversight, outreach, human resource management, and coordination with other commissions. By being competent in those seven areas, each commission can fully consider Executive proposals and amend them as needed in order to reflect constituent priorities. Commissions are essential to holding the Executive and its ministers accountable for their actions. However, the Parliament commissions often do not fulfill their mandate, weakening Parliament's ability to provide a check and balance to the Executive.

III. Analyses/Plans/Issues

During July and August 2012, USAID conducted an assessment of the previous Afghanistan Parliamentary Assistance Program covering the period of October 2004 – August 2012. This assessment provided the first part of the foundation for the next phase of USAID's assistance to the Afghan Parliament. The initial recommendation was that USAID should continue its efforts to build Parliament's ownership of any parliamentary assistance program and work to increase Parliament's active participation in its management. To do this, USAID should ensure that: (1) ALBA activities respond to the needs and demands of Parliament; (2) Parliament participates actively in planning of all activities; and (3) ALBA enjoys Parliament's full buy-in.

In addition, the assessment made a number of key recommendations on areas on which ALBA should focus:

- Strengthening lawmaking and oversight, especially with regards to budget review, approval, and implementation.
- Continued effort to link the Parliament with civil society and the private sector. Parliament and the Civil Society Representatives have signed a MoU⁵ but the relationships need to be technically and professionally institutionalized.
- Increased efforts to link the Parliament with sub-national elected bodies.
- Expanded focus on developing a sustainability strategy from the beginning and make it a key goal of a future project.

³ National Assembly Internal Code of Procedures

⁴ Communication and Understanding Strategy for Commissions

⁵ See Memorandum of Understanding Between the Parliament and the Civil Society signed by both the WJ and MJ Secretaries General.

- Continued development and improvement of the Afghan Parliamentary Institute (API).

In addition, USAID conducted a gender assessment in December 2011 to provide key recommendations on how to ensure that USAID's assistance to the Parliament addresses gender issues. Based on the draft report, the following recommendations will be integrated into ALBA:

- The program should fully take gender into consideration in its support of Parliament, as failing to address the different challenges that male and female Parliamentarians face will negatively impact its effectiveness. For example, initiatives to strengthen women's participation in capacity building opportunities need to take into consideration restrictions women face and recognize that addressing attitudes in addition to knowledge could be a key component of that process.
- Men and women need to be involved equitably, and interventions need to balance differences in the existing level of education and skills as well as respond to the existing cultural norms while providing opportunities for change that would promote the equitable status of women and men in the society.

Furthermore, USAID held numerous consultations, both internal and external, following the finalization of its assessment of APAP. In its conversations with the Department of State, UNDP, and the Embassies of the United Kingdom, France, India and their development offices, USAID also determined that while APAP rendered many successes from the time of the establishment of the parliament through the Parliament's current convocation, support had focused heavily on the WJ, leaving the developmental status of the two houses on uneven ground. This sentiment was also echoed in visits between USAID and the Secretary General and First Deputy Speaker of the MJ.

Finally, the US Embassy went through a series of strategic exercises in 2011 in which it analyzed the US Government's (USG) governance strategy in Afghanistan and identified USG priorities to support transition in the context of declining resources available. Continued support to Parliament was identified as a key priority for a successful transition that will require more durable and independent governance institutions. Such support will ensure that Parliament is able to fulfill its constitutionally assigned role and serve as an effective oversight body to the Executive.

IV. Link to GIROA and USG Strategic Objectives

USAID supports the building of a stable democratic state in Afghanistan. Three strategic objectives form the foundation of USAID's assistance in Afghanistan. One of the three objectives is the rehabilitation of Afghanistan as a nation-state. Programs in infrastructure, economic growth, and democratic governance are designed to support this objective.

USAID democracy and governance (DG) assistance to Afghanistan enhances the government's credibility and provides it with the tools and technical assistance to govern effectively. This program to support the establishment of the Afghan Parliament is consistent with USAID's efforts to help create strong institutions of democratic governance in Afghanistan.

USAID's overarching Assistance Objective (AO) 1 for Democracy and Governance in Afghanistan is "*Improved performance and accountability of governance.*" Five intermediate results (IR) comprise this AO. ALBA supports the third IR:

IR 1.3 Strengthened governance and service delivery at national and sub-national levels

Specifically, ALBA will support the following sub-IR:

IR 1.3.5: Institutional capacity and oversight capacity of elected bodies at all levels strengthened

Strengthening the capacity of Parliament and political parties is a high priority for and an integral part of U.S. assistance work in Afghanistan. The Afghanistan and Pakistan Regional Stabilization Strategy reflects the urgency that US policy attaches to building on the democracy and governance gains made since 2002.⁶ Improved public confidence in the government of Afghanistan requires improved service delivery, greater accountability, and more protection from predatory practices.

The USG has identified continuing development support to the National Assembly of Afghanistan as a policy priority as detailed in the Embassy's Parliamentary Engagement Plan (January 31, 2011). Supporting institutional checks and balances is a core principle of the USG governance strategy and is a high priority USG foreign policy objective. In addition, USAID's Guidance on Sustainability has identified "assisting the Afghan people to build more capable, inclusive, and pluralistic governance and society" as a priority, and strengthening Parliament is vital to achieving this objective. The USG is the only donor currently supporting Afghanistan's Parliament on a consistent basis.

V. TECHNICAL REQUIREMENTS

Development Hypothesis/Theory of Change: Successful transition in Afghanistan will require more sustainable governance institutions. Continued support for the development of a strong legislative branch will enable Parliament to fulfill its constitutionally assigned role and serve as an effective check and balance to the Executive. If the Afghan Parliament can see an increase in its legislative, oversight, outreach, and institutional capacities, especially within the commissions, it will emerge as a sustainable and representative governance institution able to represent Afghan citizens' concerns, serve as check and balance on Executive power, and be a forum where critical socio-economic policy is discussed, shaped, and debated.

Programmatic Recommendations

In large part, the future USAID assistance plans and activities should be firmly rooted in the context of the Afghan Parliament's own long-term development strategy and plans. In 2011, the WJ approved by a vote of at least two-thirds of its members a Strategic Plan (WJSP) for the years 2011-2016, which was signed into action by the WJ administrative leadership. The WJSP focuses on consolidating a parliamentary culture and administrative structure to enable the efficient and effective performance of the parliament's legislative, oversight, and representational roles. The draft strategic plans parallel the focus of APAP efforts to date and provide a point of departure for the design of ALBA, which is intended to support the parliament's continued political and institutional growth and development. Conversely, while there are currently at least two strategic plans for the MJ in draft form, neither has been approved by a two-thirds vote of the MJ, nor been signed and enforced by its administration.

⁶ Afghanistan and Pakistan Regional Stabilization Strategy, Office of the Special Representative for Afghanistan and Pakistan, Updated February 24, 2010.

ALBA's overall goal is to strengthen Parliament's ability to perform its core functions of legislation, oversight, and outreach, as well as to provide a targeted focus on the development of MJ capacity, recognizing the differences in responsibilities of the two houses, and the commissions. The emphasis will be on laying the groundwork for successful capacity transfer to MPs and Parliamentary staff involved in each of the objective areas.

Parliaments are highly complex institutions. They involve multiple actors seeking to achieve multiple goals simultaneously, which result in a high number of unintended consequences and the periodic necessity to change goals and targets to respond to a new operating environment. Parliaments are also vulnerable to many intervening variables: These include economic conditions; geopolitical developments; ethnic conflict; death of a key politician; etc. Parliaments have natural cycles. These include election periods, post-election, legislative floor periods, recesses, budget processes, etc. Measuring the objectives and goals of ALBA and not just outputs will help identify intervening variables. Uneven development in performance monitoring in ALBA should be expected.

Proposed project objectives are as follows:

Project Objective 1: Strengthen the Legislative Process Within Both Houses of Parliament

The Parliament's ability to play a constructive, independent and countervailing role within the Afghan political system heavily depends on the ability of MPs and the Secretariats to draft, amend, and analyze legislation. MPs have very limited capacity to draft their own legislation and lack the staff and experience. Commissions have the staff but lack defined roles and responsibilities to initiate legislation. Therefore, legislation is rarely initiated in Parliament and is instead drafted within the Executive or the Supreme Court. Draft laws work their way through the respective Ministry, the Council of Ministers, and the Ministry of Parliamentary Affairs, oftentimes with no input from any elected official. ALBA should work with MPs, commissions, and Secretariats in both houses so that the Parliament has the capacity to lobby the Executive on proposed draft legislation and then amend drafts to meet constituent demands.

Illustrative Components⁷

Institutionalize Professional Legislative Drafting and Analysis

Parliament, commissions, and the General Secretariats need a sustainable system on which they can rely for effectively drafting, amending, and analyzing legislation. The legal departments within each Secretariat are particularly in need of this assistance as they are the first to review draft legislation. The Afghanistan Parliamentary Institute could fulfill this role.

Developing effective communications processes with the Executive on legislative matters

There are few formal means of interaction and communications between the Executive and the Parliament on policy-making processes and the formulation of legislation. Members of parliament and the Minister of Parliamentary Affairs expressed the need for closer communication and consultation between representatives of the Parliament and of the Executive, especially at the line Ministry and parliamentary commission level. Closer working relations between the Parliament and the Executive should help result in increasingly informed participation by the Parliament in legislative policy making, higher quality legislative review, and ultimately to greater consensus on important legislation designed to address critical policy

⁷ All illustrative components within this scope of work are descriptive but they are by no means exhaustive. USAID values innovative approaches, therefore offerors are encouraged to propose additional and/or different activities.

issues.

Stronger Research Methods Available to MPs, Commission, and Secretariat Staff

In order to effectively fulfill their mandate and scrutinize legislation, MPs need access to accurate and in-depth information. All Parliamentary staff need the skills and knowledge necessary to provide MPs with quality research documents and connect MPs with subject matter experts.

Expected Outcomes and Results

- In 2010, APAP helped MPs and staff technically analyze eleven draft bills. These draft bills were also subject to review by legislative committees. In 2011, eighteen draft bills went through a similar process with APAP support. ALBA will continue this trend and aim for an increased number and quality of draft law summaries, commission reports, legislative analysis and proposed amendments produced by parliamentary staff.
- Parliament and commissions able to maintain a concise record of laws passed or processed.
- Parliament uses local and regional experts in review of key legislation and policy issues.
- Parliament more frequently develops its own legislation to address key policy issues.
- Parliamentary commissions regularly engage with line ministries on proposed legislation.
- Improved interaction between the Executive (line Ministries) and the Parliament results in the Executive making formal presentations to commissions on proposed legislation, including submitting explanatory notes/ memorandum when introducing proposals to the House.
- With the help of API, Parliamentary Staff are able to provide MPs with research papers to enable them to undertake effective legislative review and analysis.

Project Objective 2: Improve the capacity of the parliament to provide effective oversight of the Executive

The Parliament demonstrated substantial improvement in its monitoring and oversight of the Executive during the course of its first five-year mandate. This was most pronounced in the area of the budget review process where the Parliament played an increasing assertive role in 2010 and 2011 in demanding changes to the budget and requiring greater accountability on the part of the Executive with respect to the implementation of the budget. Continued assistance in this area can help to ensure that oversight tools and processes become entrenched in both rule and practice.

Illustrative Components

Increasing Oversight through Commissions

Despite APAP's efforts, the quality and frequency of oversight actions on specific policy issues and on the performance of specific ministries varies greatly among the different commissions of the Parliament. ALBA should continue APAP's work with commissions to improve their capacity to conduct both formal and informal oversight actions such as public hearings and question and answer sessions, to investigate and gather information about government programs and actions, and to conduct research and analysis on oversight issues. Activities may include assistance in increasing access to government data and information, conducting investigations of the impact of government policies and programs, and analyzing budget and expenditures data.

Ensuring Public Input to the Oversight Process

In addition to helping increase links between Parliament and civil society organizations and other groups outside the Parliament to improve the legislative process, similar links are critical to the Parliament's ability to conduct effective monitoring and oversight of government performance. ALBA should continue to assist commissions to work with CSOs, building on the already-established MoU, and other groups to solicit information from them and cooperate to inform the public about ongoing investigations of public issues and concerns.

Support to Parliament in Oversight of Provincial Budget Performance and Activities

The weak relationship between national-level institutions and the rest of the country continues to be a major impediment in the effectiveness of Parliament and the ability of Afghan citizens to concretely benefit from parliamentary support and action. The flow of information, exchange of ideas, and joint engagement in oversight between government officials in the capital and officials in the provinces is critical for the future of a stable and prosperous Afghanistan and needs to be improved. ALBA should work with MPs, especially Senators who are also elected Provincial Council members, to provide oversight of budget performance at all levels of government.

Continue to Support Parliament's Oversight of Budget Implementation and Performance

ALBA will continue to train commission chairs, new MPs, and administrative staff on skills relating to budget analysis and program performance. National and provincial budgets suffer from low execution rates, especially in relation to the development allocations of third-grade provinces. There is often a misunderstanding about how the budget should be allocated to the provinces. For example, provincial officials complain that they received little to none of the proposed \$3,000,000 in development funds from the 1391 budget. However, the Ministry of Finance challenged this assertion with the WJ's Budget and Finance Commission, arguing that they did not disperse funds because many provinces did not submit official proposals for development activities. Provincial officials, instead of submitting official proposals, were submitting ideas for support in informal conversation or by email. Parliament and sub-national legislative bodies must improve their oversight role in order to avoid misunderstandings in budget allocation and delegation of authority.

Increasing Communication and Coordination with the Executive on Oversight Strong progress has been made in the level of oversight Parliament provides for the budget, as well as the level of responsiveness of the Executive to their technical input and direction. The Executive however does not have the practice of making formal presentations on proposed budget and there is not yet institutionalization of Parliament's role in providing input in the budget formulation process.

Strengthen the Public Accounts Sub-Committee⁸

ALBA should prioritize assistance to this important sub-committee. In addition to training of MPs and administrative staff of on the roles and functions of a public accounts committee, assistance can help create linkages to the National Control & Audit Office and other Executive agencies involved in public accountability and anti-corruption efforts.

⁸ Please see Annex 2 for definitions of Commissions, Committees, and Sub-Committees per internal code of procedures.

Expected Outcomes and Results

- Audit reports submitted by the National Control & Audit Office or other Executive agencies are reviewed by the Public Accounts Sub-Committee and provide recommendations for parliamentary action.
- Commissions track status of key projects and programs at the provincial, district, and municipal levels in coordination with sub-national legislative bodies.
- MPs conduct oversight, hearings, and interpellate government ministers on key provincial projects and development programs.
- Provincial priorities are included in the national budget.
- Parliamentary commissions use inputs from the public and civil society during the budget process.
- The Parliament develops its own internal in-house budget office or unit to conduct high quality budget analysis.

Project Objective 3: Increase the Outreach work of the Parliament

The Parliament, with substantial assistance from APAP, has made impressive progress in strengthening its lawmaking and oversight functions. Less impressive is the development of Parliament's interactions with CSOs and other outside groups. The APAP survey of MPs conducted in 2010 indicates that the majority of respondents reported that commissions infrequently provide a forum for interest groups and the general public. This is mostly due to a lack of vision and planning (see project objective 4). Likewise, organized and constructive input from outside organizations in parliamentary proceedings has not been very robust indicating a lack of knowledge and experience in advocacy techniques and approaches. Parliament used the aforementioned MoU as a mechanism to address this disconnect. ALBA should support activities designed both to strengthen parliamentary outreach efforts but also to improve the ability of outside groups and organizations to participate, and provide constructive input, in parliamentary proceedings.

Parliament commissions should maintain records of their meetings and register all documents that are related to commissions as a permanent historical resource for current and future use. It is very important for constituents to know how their representative voted on particular issues. Procedure of the commissions' meetings, testimony of commissions' hearing meetings and permanent historical records of individual law maker's votes will only have value when documents and records are appropriately maintained and remain accessible to MPs and their constituents.

Illustrative Components

Increasing Interactions with Constituents, Civil Society Organizations, and Sub-National Elected Bodies

Given the current political and security challenges which constrain interactions between MPs and their constituents, individual MPs and members of political groupings should focus their attention on representing citizen interests as well as constituent interests. This places increased emphasis on the role of civil society, parliamentary groups, associations, and other organizations representing collective citizen interests in interacting with, and influencing, legislative decision-making. ALBA should have a strong focus on helping to increase the number and quality of interactions between the Parliament and CSOs. The Offeror should pay particular attention to ensuring that civil society from outside Kabul is included in the process. ALBA should also focus on how Parliament can increase linkages to local entities, especially

Provincial Councils (and potentially District Councils).

Developing an open and transparent legislative process

Strengthening parliamentary visibility, accountability and transparency through increased access to, and distribution of, legislative information, documents and records, coupled with expanded coverage of the Parliament's proceedings, should help to increase public interest and participation in the parliamentary processes. In addition, technical assistance should be provided, when needed, for organizing and conducting public hearings to help the Parliament achieve its goal of increasing the use of public hearings by commission. This includes improved legislative tracking so that Parliament is able to maintain a concise record of laws passed by it or being processed, and so that the public is aware of what is being debated or has been passed. Laws, and proposed laws, should be publicly available online in three (3) languages: Dari, Pashto, and English.

Expected Outcomes and Results

- Increased numbers of formal interactions between parliamentary commissions, CSOs, and other groups.
- Parliamentary commissions incorporate input from outside groups into legislative review or oversight actions.
- Production of quality outreach materials institutionalized.
- Parliament able to accurately record its proceedings.
- Parliament engages editors and journalists on a regular basis in new and innovative ways and improves its ability to communicate legislative and oversight developments.
- Parliament and Provincial Councils build linkages and coordinate on overseeing government activities at all levels.
- Increased quantity and quality of reporting on Parliament, including reports on commission activities, public hearings, CSO engagement, provincial level activities, and oversight activities.
- In FY2011 Parliament reintroduced the mechanism of public hearings to aid the legislative and policy review processes. Public hearings had been abandoned late in the summer of 2007 due to a security incident that resulted in the death of seven MPs. Eight public hearings have been conducted since the reintroduction of the mechanism. ALBA will aim for an increased number of public hearings conducted by parliamentary commissions on proposed legislation or policy issues, security permitting.
- Increased citizen participation in public hearings.

Project Objective 4: Increased Institutional Development of the Parliament with a Major Focus on the Commissions

Although the Parliament continues to develop and evolve its administrative and legislative support structures and capacities, there are still opportunities for strengthening and improving the Parliament's internal structure, administration, management and services in order to make it more effective and accountable. Assistance should also be focused to develop internal expertise in order to address substantial gaps in knowledge, services, and practice.

Illustrative Components

Strengthening the Afghanistan Parliamentary Institute

Sustainability entails that Parliament independently support both its members and staff and be able to efficiently and effectively conduct its functions. Support for the Afghanistan

Parliamentary Institute (API) is central to this effort. API must provide beneficial trainings to MPs and civil servants that increase their capacity to carry out their duties. API must put a higher priority on conducting core technical skills trainings as opposed to the English language and computer literacy trainings on which API now focuses.

Support Gender Mainstreaming in the Parliament

APAP worked closely with both Women MPs and with parliamentary commissions to enhance their ability to support the role of women Parliamentarians and represent the interests of women in legislative decision-making. ALBA should continue these efforts by supporting the Parliament's goal to mainstream gender in all its work.

A number of previous efforts by other implementers to promote women's rights have focused on creating women's caucuses, movements, and coalitions. These efforts have largely failed. APAP has developed an alternative approach of promoting gender mainstreaming in Parliament through focused support for female lawmakers "where they sit", i.e., within their legislative commissions. ALBA will continue to enable female MPs to assume leadership roles by: providing individual mentoring on the sectoral issues confronting them in their legislative commission assignments; offering added support to female chairpersons, such as sponsoring public forums highlighting gender and other key legislative issues; and offering gender budgeting training to all female lawmakers. ALBA will also offer specific support to the women's commissions in both houses with the expectation that these will both demonstrate the capacity of the women's leadership of these commissions as professional MPs as well as promote women's interests.

Building Governance Skills

Future assistance should include approaches to building a culture of cooperation within Parliament between and among MPs, parliamentary groups, and commissions. This includes, but is not limited to, technical assistance designed to educate individual MPs on complex policy issues through seminars and tutorials; improve the ability of parliamentary groups to research, develop, and introduce policy initiatives; and provide training to reform minded MPs on political, legislative, governance and leadership related skills such as consultation, building consensus and coalitions, negotiating, mediation, compromise, communication and public speaking.

Targeted Support to Both Houses to Ensure Effective & Efficient Commissions

Commission Structure (*Tashkil*)

Standards within commissions are non-existent and must be in place in order to achieve sustainability. Furthermore, there are no written guidelines on the number of commissions, the number of MPs on each commission, or internal rules that govern commissions' behavior, activities, or schedules. Without these standards, commissions will not be able to fulfill their legislative, oversight, and outreach roles.

Leadership

While the work of commission is a consultative process, the heads of the commissions are primarily responsible for the commission's success. The heads of commissions must be committed to take the responsibility for leadership and organization of the commission and focus in the following areas.

1. Develop a strategy for strengthening the commission's authority.
2. Identify priorities and organize a schedule around those priorities.
3. Effectively control the commission's hearings.

4. Address issues raised in plenary sessions according to internal code and procedures.
5. Properly resolve a lack of consensus among commission members.
6. Develop positive working relations with the ministries and key officials whose activities are related to that of the commission.

Commission Employees

A strong Parliament must also have capable civil servants working for the commissions. Each commission has four civil servants focusing on:

- Administrative and office support
- Legal advisor and draft law writer
- Budget and financial advisor
- General researcher and analyst

Even though these employees are civil servants, most of them are hired through a patronage system. If the commissions are to be sustainable, they must increase their ability to hire, train, and maintain qualified staff.

Targeted Support to the Meshrano Jirga

The activities under APAP previously concentrated their efforts on the development and support of the WJ with considerably less assistance provided to the MJ. At the time there were – and indeed there still remain – a number of reasons for this disproportionate level of assistance to one house in comparison to the other, chief among them that the WJ is over twice the size of the MJ and is vested with substantially more power by the Constitution. However, the two houses each have their individual mandates and a strategic plan for one does not necessarily dictate improvements in the other. The MJ is unique in its composition of presidential appointees and provincial counselors and its role in the state budget. Furthermore, during the life of this project it is expected that the MJ will fulfill its Constitutional requirement that one third of its members will come from the District Councils through the first District Council elections in 2015; this will mean a significant transition from the ad hoc two-thirds currently made up from Provincial Council representatives and will change the scope of the MJ's constituency base. Therefore, elevating the operating status and capacity of the MJ to be more in line with the assistance already provided to the WJ will be crucial to insure the overall strength of the Parliament as an institution.

Expected Outcomes and Results

- Parliament assumes ownership and is able to evaluate capacity building processes.
- Continued focus on gender issues in public hearings and draft legislation
- Women MPs play an active role in commission meetings and plenary sessions.
- Parliament includes support to the API in its budget.
- In contrast to the current ad hoc system, Parliament develops a sustainable approach that allows local academia to provide specialized subject matter expertise to Parliament through the API on the regular basis, decreasing the current reliance on international consultants for subject matter expertise.
- Improved capacity of parliamentary groups to engage in policy research and develop effective policy initiatives
- Commissions have clearly defined roles and responsibilities
- Commissions increase their human resource management capacities
- Support the enforcement of a code of ethics for Senators

- Establish a strategic plan tailored to the needs and responsibilities of the MJ
- Strengthen the MJ's ability to negotiate its needs with the Executive and the WJ
- Develop human resources management for the General Secretariat and the commissions.
- Increase the MJ's buy-in to the Afghan Parliamentary Institute to extend the reach of training to the Provincial and District Levels.

(END OF SECTION C)

SECTION D – PACKAGING AND MARKING

D.1. AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2. BRANDING STRATEGY

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

Program Name: Assistance to Legislative Bodies of Afghanistan (ALBA).

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

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

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

D.3. BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 “Branding and Marking in USAID Direct Contracting” (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

(END OF SECTION D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

E.2 INSPECTION AND ACCEPTANCE

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

E.3 MONITORING AND EVALUATION PLAN

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

(END OF SECTION E)

SECTION F – DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

F.2 PERIOD OF PERFORMANCE

The period of performance of this task order contract is 48 months base period with a 12 months option period. The effective date of this contract is the date of the Contracting Officer's Signature on block (20 C) on the cover page.

F.3 PLACE OF PERFORMANCE

Performance of this task order contract will be in Afghanistan.

F.4 AUTHORIZED WORKDAY/WEEK

No overtime or premium pay is authorized under this Task Order. A six day work week is authorized for all personnel in the project.

F.5 PERFORMANCE STANDARDS

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

F.6 DELIVERABLES

In addition to other required reports and deliverables in this Contract, the Contractor shall deliver the following:

SUMMARY OF CONTRACT DELIVERABLES TO COR:

INITIAL DELIVERABLES	DELIVERY DATE
Mobilization Plan	The Mobilization Plan shall be submitted to the COR within 15 calendar days of the award.
Work Plan	The final work plan for year 1 shall be submitted to the COR within 4 weeks after the start of the project. Draft work plans for subsequent years shall be submitted to the COR at least 45 days prior to the start of each corresponding project year.
Branding and Marking Plan	The Branding and Marking Plan shall be submitted to the COR within 45 working days of the award.
Progress Reporting Requirements	
Monthly Reports	Monthly Reports shall be submitted to the COR on the 10th business day of the month following the month being reported.
Quarterly Reports	Quarterly Reports shall be submitted to the COR within 15 days of the end of each calendar quarterly reporting period.
Quarterly Financial Reporting	The Quarterly Financial Report shall be submitted to the COR approximately within 2 weeks before the end of the quarter.
Annual Reports	For the Project annual report, the Contractor shall submit a draft report, capturing results against the project PMP in a format agreed with by the COR. The COR will provide comments within 15 days, and the Contractor shall then submit a final draft to the COR for approval within 15 days of receipt of the COR's comments. For the Mission annual report, input shall be submitted in draft to the COR by an agreed-upon date that allows sufficient time to meet Mission deadlines.
Short term consultant reports	Short term consultant reports shall be submitted with 10 days following the departure of a consultant to the COR.
Final Reports	The Final Report shall be submitted to the COR and the Contracting Officer no later than the estimated end date of this contract.
Demobilization plan	The Demobilization Plan shall be submitted to the COR no later than 90 calendar days prior to demobilization commencing.

F.7 REPORTS

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

All work plans, reports and other deliverables shall be submitted electronically to the USAID COR, with a copy to the Contracting Officer and to any other USAID personnel upon request. As feasible, the Contractor shall also develop a web-based information system for public access to information as well as for internal information management. As necessary, the COR may direct the Contractor to provide hard copies of reports and any of the deliverables described below.

- 1. Mobilization Plan:** The contractor shall submit a mobilization plan detailing the timeframe for deploying staff, setting up additional offices, procuring vehicles and office equipment, and initiating work activities.
- 2. Work Plan:** The Contractor will prepare for the COR's review and approval, annual work plans setting forth in reasonable detail the Contractor's plans for pursuing activities set forth in this Statement of objectives and detailing additional proposed activities that may substantially contribute toward the project goal, as required. The work plan should also delineate project work by provinces, when appropriate. The work plan shall also convey the Contractor's plan to utilize communication tools to build a constituency for the envisioned measures among private sector, civil society, and government stakeholders. The draft work plan covering the first year of the project was provided in the context of the RFTOP proposal process, with a final version provided to the COR no later than four weeks after the start of the Project. Draft work plans for subsequent years shall be submitted to the COR as least 45 days prior to the start of each corresponding project year. As may be necessary due to circumstances beyond the Contractor's control, and subject to the COR's approval, the Work Plans may be amended and benchmarks added, deleted, or revised from time to time.

The work plan shall 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, tasks and an estimated budget -- organized by component and, as appropriate, by sub-component. The work plan should also break out activities by province for the benefit of coordinating efforts with PRTs in the field. The work plan must be linked to the performance indicators set forth in the Performance Monitoring Plan (PMP).

The Contractor will incorporate any required revisions into a final work plan no later than 15 days after receipt of such comments. The USAID COR 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 shall submit a revised work plan to USAID for approval.

- 3. Branding and Marking Plan:** The contractors shall submit a Branding and Marking Plan that adheres to the USAID Branding and Marking requirements and will inform how all projects branding and marking will be implemented. It is expected that all sub-projects will be branded unless a waiver is requested from the USAID Mission Director. It is also

expected that GIRoA will be co-branded for all projects. USAID's COR may request that this plan is updated during the life of the project.

4. **Demobilization Plan:** The contractor shall submit a demobilization plan to the COR for approval. The demobilization plan shall include an illustrative property disposition plan, a plan for phase out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract and a timetable for completing all required actions in the demobilization plan, including the submission date of the final property disposition plan to the contracting officer.

F.8 PROGRESS REPORTING REQUIREMENTS

In addition to required reports to track progress against Contract deliverables, USAID seeks to ensure local Afghan public and private sectors are aware of project progress. The Contractor shall be prepared to agree to a schedule of reports, or summary reports, in local languages (Dari & Pashtu) to be disseminated to interested counterparts and public. The following reports will be required to be submitted to the COR for review and comment.

1. **Monthly Performance Reports:** In addition to Performance Monitoring Plan (PMP) and Work Plan required, the Contractor shall prepare and submit monthly reports. The monthly reports, which shall be submitted electronically to the COR by the 10th business day of the month following the month being reported, are intended to be concise reports (no more than 20 pages) that summarize progress toward accomplishment of the benchmarks set forth. The monthly reports should (1) identify implementation issues, (2) give an update of progress made toward fulfillment of the 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 PMP, (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.
2. **Quarterly Performance Reports:** The Contractor shall submit brief quarterly performance reports to the COR within 15 days of the end of each calendar quarter (substituting for that month's monthly report) reflecting results and activities of the preceding quarter. The report shall 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 should also be provided, including information on all activities, both ongoing and completed, by component, and geographically by province. The quarterly reports shall highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. The reports will also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable.
3. **Quarterly Financial Reporting:** The Contractor shall submit to the COR and to the USAID FMO brief quarterly expenditure reports which will contain a summary page which shows spending by category for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures. The Contractor will also be expected to delineate the expenses by province. If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor will include a brief note to that effect, with the specific amount involved, thus enabling the COR to accurately track EGGI's expenditure rate. These reports will be submitted

approximately two weeks before the end of the quarter. The precise deadline each quarter for the submittal of the financial reports will be specified by USAID.

4. **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 shall submit a draft report, capturing results against the project PMP in a format agreed with by the COR. The COR will provide comments within 15 days, and the Contractor shall then submit a final draft to the COR for approval within 15 days of receipt of the COR’s comments. For the Mission annual report, input shall be submitted in draft to the COR by an agreed-upon date that allows sufficient time to meet Mission deadlines. The Contractor shall be prepared to track and report performance data overall and by province for both reporting cycles.
5. **Short Term Consultants Reports:** Unless otherwise agreed to in writing by the COR, the Contractor will 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.
6. **Other Project Reports:** The Contractor shall prepare and disseminate, as directed in the Annual work plan and by the COR, other reports and deliverables needed to accomplish the purpose of this contract, such as technical reports prepared by in-country staff and short-term consultants, studies of policy and other issues, products, sectors, markets, technologies, etc.
7. **Final Report:** The Contractor shall prepare and submit electronically to the COR, no later than the estimated end-date of this contract date, a detailed final/completion report which summarizes the accomplishments and impact in relation to the expected results and PMP, and recommendations regarding future and unfinished work. The report will include, but not be limited to:
 - a discussion of the impact of the project as compared to baseline conditions and data, and analysis of Afghanistan’s trade environment and performance;
 - an estimate and/or a description of economic growth achievements, including changes in economic indicators, laws and regulations adopted and implemented, increased institutional and human capacity, etc.;
 - a description of all public and private-sector institutions and organizations worked with in connection with project components and an evaluation of their strengths and weaknesses, if any;
 - a discussion of problems encountered, objectives not fully achieved and lessons learned, and suggest ways to resolve identified constraints;
 - incorporation of any additional/available evaluative data compared to project results and any explanatory background; and
 - a final financial report.

The final/completion report shall also contain an index of all reports and information products produced under this contract. The Completion Report may provide recommendations for follow-on work that might complement the work completed under the contract. The COR will provide written comments, and the Contracting Officer may likewise add written comments, which the Contractor will address in revising the draft and submitting a final Completion Report.

F.9 DATABASE REPORTING REQUIREMENTS

USAID/Afghanistan uses a management information system to track program and project information for all mission-funded activities at the provincial, district, and village levels. The purpose of this database is to track the location of project implementation to the nearest village or geospatial coordinate, document the use of funds at the district level, and monitor the performance of development projects, while maintaining coordination between USAID/Afghanistan, USAID/Washington, Congress, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

The Contractor shall provide at least a quarterly update of information on the activities under the contract by entering this information into the USAID/Afghanistan management information system. The Contractor shall enter information via an Internet website or a Microsoft (MS) Access Database; USAID will provide the URL address or Access Database, and a user ID/password. A comprehensive user manual will be provided after that details information on the required information and processes needed for managing the information in USAID/Afghanistan information system.

F.10 KEY PERSONNEL

a) The following positions are designated as Key Personnel:

Chief of Party (COP)
Deputy Chief of Party (DCOP)

b) The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must notify both the CO and the USAID COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract. No replacement will be made by the Contractor without the written consent of the Contracting Officer.

F.11 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

Contract Reports and Information/Intellectual Products

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

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

b. Submission requirements.

(1) Distribution

(i) At the same time submission is made to the COR, the Contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph a.1) of this clause) in either electronic (preferred) or paper form to one of the following:

(A) Via E-mail: docsubmit@usaid.gov

(B) Via U.S. Postal Service:

Development Experience Clearinghouse

M/CIO/KM

RRB M.01

U.S. Agency for International Development

Washington, DC 20523

Or

(C) Online: <http://dec.usaid.gov>

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

(2) Format

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

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

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

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

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

(A) Name and version of the application software used to create the file, e.g.,

WordPerfect Version 9.0 or Acrobat Version 5.0.

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

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

F.12 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.

(END OF SECTION F)

SECTION G – TASK ORDER ADMINISTRATION DATA

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

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

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

TOTAL		EXPENDITURES	
(Document Number: XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	Product/Service Desc. For Line Item 0001 example: Salary/Wages	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. For Line Item 0002 example: Travel	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

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

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

BY: _____
 TITLE: _____
 DATE: _____

b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided

to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

- c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.
- d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation".

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

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

U.S. Address:

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR will be designated by a designation letter from the Contracting Officer upon award.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

- a) Technical Directions are defined to include:
- 1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
 - 2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
 - 3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.
- b) The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:
- 1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
 - 2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
 - 3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
 - 4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
 - 5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
 - 6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

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

G.5 PAYING OFFICE

The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDevouchers@usaid.gov. Subject line shall read AID-306-TO-13-00004. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

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

Office of Financial Management
USAID/Afghanistan
U.S. Embassy
East Compound
Great Massoud Road
Kabul, Afghanistan

Financial Tracking and vouchering

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

G.6 ACCOUNTING AND APPROPRIATION DATA

Accounting Template: 306-KABUL-SOAG-FY2010
GLAAS Requisition #: REQ-306-13-000036
BBFY: 2010
EBFY: 2011
Fund: ES
OP: AFGHANISTA
Prog Area: A08
Dist Code: 306-M
Prog Elem: A034
Team/Div: AFG/DGO
BGA: 306
SOC: 4100301
Funded:
Obligated Amount:

(END OF SECTION G)

SECTION H – SPECIAL TASK ORDER REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992)

- a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.
- b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

H.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.info.usaid.gov/pubs/ads/300/refindx3.htm>] or as approved by the CO.

H.4 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012) (Class Deviation No. OAA-DEV-12-01c)

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

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

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

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

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

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

H.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance, contractors and subcontractors are to contact AON Risk Insurance Services (AON), Allied World Assurance Company (AWAC) is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. To obtain this insurance, contact AON at either one of these two locations:

- (1) AON Risk Insurance Services West, Inc.
199 Fremont St, Suite 1400, San Francisco, CA 94105
Hours: 8:30 AM to 5:00 PM Pacific Time
Primary contact: Fred Robinson, Phone (415) 486-7516 or
Secondary contact: Angela Falcone, Phone (415) 486-7000

or

- (2) AON Risk Insurance Services East, Inc.
1120 20th St, NW, Suite 600, Washington, DC 20036
Hours: 8:30 AM to 4:00 PM Eastern Time
Primary contact: Ellen Rowan, Phone (202) 862-5306 or
Secondary contact: Chris Thompson, Phone (202) 862-5302

H.6 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

b) Exceptions:

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

H.7 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.

b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.

c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual report on all non-expendable property under its custody as required in the clause of this contract entitled "Government Property".

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

H.8 AIDAR 752.7001 BIOGRAPHICAL DATA (JULY 1997)

The Contractor agrees to furnish to the Contracting Officer on AID Form 1420-17, "Contractor Employee Biographical Data Sheet", biographical information on the following individuals to be employed in the performance of the contract:

(1) All individuals to be sent outside of the United States, or

(2) Any employees designated as "key personnel". Biographical data in the form usually maintained by the Contractor on the other individuals employed under the contract shall be available for review by USAID at the Contractor's headquarters. A supply of AID Form 1420-17 will be provided with this contract. The Contractor may reproduce additional copies as necessary.

H.9 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

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

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

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

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

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

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

H.10 AIDAR 752.7015 USE OF POUCH FACILITIES (JULY 1997)

a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID contractors and their employees as a general policy, as detailed in paragraphs (a)(1) through (a)(7) of this section; however, the final decision regarding use of pouch facilities rests with the Embassy or USAID Mission. In consideration of the use of pouch facilities as hereinafter stated, the Contractor and its employees agree to indemnify and hold harmless the Department of State and USAID against loss or damage occurring in pouch transmission.

1) Contractors and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of 2 pounds per shipment of correspondence and documents needed in the administration of foreign assistance programs.

- 2) U.S. citizen employees of U.S. contractors are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see paragraph (a)(3) of this section).
 - 3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.
 - 4) Official mail as authorized by paragraph (a)(1) of this clause should be addressed as follows: Individual or Organization Name, followed by the symbol "C", city Name of Post, U.S. Agency for International Development, Washington, D.C. 20523-0001.
 - 5) Personal mail pursuant to paragraph (a)(2) of this section should be sent to the address specified in paragraph (a)(4) of this section, but without the name of the organization.
 - 6) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.
 - 7) USAID contractor personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept official mail from Contractors and letter mail from their employees for the pouch, provided of course, adequate postage is affixed.
- b) The Contractor shall be responsible for advising its employees of this authorization and these guidelines and limitations on use of pouch facilities.
- c) Specific additional guidance on use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or USAID Mission.

H.11 AUTHORIZED GEOGRAPHIC CODE

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

H.12 LOGISTIC SUPPORT

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

H.13 EXECUTIVE ORDER ON TERRORISM FINANCING

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: <http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

H.16 752.7007 PERSONNEL COMPENSATION (JULY 2007)

- a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.17 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

a) Limitations:

- 1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.
- 2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at <http://www.opm.gov/oca/08tables/html/es.asp>, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

b) Salaries During Travel:

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

c) Return of Overseas Employees:

Salaries and wages paid to an employee serving overseas who is discharged by the

Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return the employee promptly to the point of origin by the most direct and expeditious air route.

d) Annual Salary Increases:

One annual salary increase not more than 5% (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

e) Consultants:

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer's Representative; and if such provision has been made or approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the USAID CST, whichever is less. Requests for waiver to this compensation guidance must be fully justified and shall require the approval of the Contracting Officer.

f) Initial Salaries:

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

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

g) Work Week:

1) Non-overseas Employees:

The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 48 hours per week.

2) Overseas Employee:

The work week for 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 Mission and the Cooperating Country associated with the work of this contract.

h) Compensation of Cooperating Country and Third Country Nationals (CCNs/TCNs):

Consistent with AIDAR 722.170(b), it is USAID policy that TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in local currency, unless a Mission waiver has been obtained permitting

compensation in dollars. Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

i) Definitions

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

H.18 ENVIRONMENTAL COMPLIANCE

The contractor shall comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations.

H.19 CONSENT TO SUBCONTRACT

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

[REDACTED]

[REDACTED]

The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here.

H.20 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

H.21 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

authorized in advance, in writing, by the Contracting Officer.

H.22 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 sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the 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:

(i) [To be included by CO for use with construction contracts: As required by section XXI .18 of this contract, the Contractor will perform with its own organization, at least _ percent of the work required under the contract.]

(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.23 VETTING

I. 4-14.001

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

(a) The contractor must complete and submit the "USAID Information Form" in annex 3 of this contract for:

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

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

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

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

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

- i) Once a year; or

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

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

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

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

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

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

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

(b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.11n.Org/Docs/sc/committees/1267/1267ListHng.htm>.

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

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

3. For purposes of this Certification:

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

(b) "Terrorist act" means-

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

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

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

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

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

(g) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the contracting

officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

III. Restrictions on certain foreign purchases (June 2008)

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

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

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

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

H.24 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract.

Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

H.25 COMPLIANCE AND ADHERENCE WITH IMPLEMENTING PARTNER NOTICES

The contractor shall comply with and adhere to all USAID Afghanistan Implementing Partner Notices. Copies of the notices are provided to implementing partners at the time of issuance. Copies are also available upon request from your Cognizant Contracting Officer.

H.26 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (SEP 2006)

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

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

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

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described

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

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

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

H.27 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Contracting Officer as soon as it appears. See CIB 99-17: http://www.usaid.gov/business/business_opportunities/cib/pdf/cib9917.pdf

H.28 NONDISCRIMINATION (JUN 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.29 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's "Representations and Certifications" dated January 17, 2013 which were submitted in response to RFTOP 306-13-000017 are hereby incorporated by reference.

H. 30 DISCLOSURE OF INFORMATION

(a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office

of Personnel Management (OPM or The Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

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

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

(d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

[END OF SECTION H]

SECTION I – CONTRACT CLAUSES

I.1. REFERENCE BASIC IQC

The clauses included in the basis IQC “Strengthening Deliberative Bodies” will flow down into the Task Order.

I.2. FAR 52.252.2 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text, in accordance with the clause at FAR 52.252-2, “CLAUSES INCORPORATED BY REFERENCE” below. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <https://www.acquisition.gov/far/>

Clause	Title	Date
52.203-13	Contractor Code of Business Ethics Conduct	April 2010
52.225-13	Restrictions on certain foreign purchases	June 2008
52.225-19	Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the U.S	March 2008
52.227-16	Additional Data Requirements	June 1987
52.227-17	Rights In Data-Special Works	December 2007
52.227-18	Rights in Data--Existing Works	December 2007
52.227-19	Commercial Computer Software- Restricted Rights	December 2007
52.227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems	December 2007
52-227-23	Rights to proposal data (Technical)	June 1987

I.3. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

I.4. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

I.5. COMMUNICATIONS PRODUCTS (OCT 1994)

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

I.6. INTERNATIONAL TRAVEL APPROVAL

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

(END OF SECTION I)

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHEMENTS

Attachment Number	Title
1	USAID Partner Information Form

Annex Number	Title
1	Permanent Commissions in the WJ and MJ
2	Definitions

(END OF SECTION J)

Attachment 1: USAID PARTNER 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 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. JCCS Registration # (Optional)
c. Address:		
d. Telephone:	e. Fax:	f. Email:
g. Tribal affiliation or clan		
6. Information on Key Individuals associated with the organization named in 5 above, 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:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
Part II: Contractor/Grantee/Recipient Certification:		
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	
------------------------------	--

(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:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
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:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
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:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		
E. 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:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

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. Please do not provide information for United States citizens or permanent legal residents of the United States.

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 in U.S. dollars and indicate the start and end date of the program 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-g – Self-explanatory.

Attach a copy of the relevant Afghan business license.

Question 6 - "**Key Individual**" means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Complete for each of these four categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each "key individual".

Note: If a "Key Individual" is a U.S. Citizen or Permanent Residents no information is required.

Part II

Individual filling out form must 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 is not for individual's information and will be completed by the USG vetting official.

Annex 1: Permanent Commissions in the WJ and MJ

WJ

1. Commission on International Affairs
2. Commission on Internal Affairs, (Internal Security, Border Control, National Security and Local Administration)
3. Commission on Defense and Territorial Affairs
4. Commission on Finance, Budget, Public Accounts and Banking Affairs
5. Commission on Complaints and Petitions
6. Commission on Legal Affairs
7. Commission on Women's Affairs, Civil Society and Human Rights
8. Commission on Judicial, Justice, Administrative Reform and the Fight Against Corruption
9. Commission on National Economy, Non-governmental Organizations, Rural Development, and Agriculture and Animal Husbandry.
10. Commission on Counter-Narcotics, Toxic Substances and Immorality
11. Commission on Transport, Telecommunications, Urban and Housing Affairs, Water and Power Supply and Municipal Affairs
12. Commission on Religious and Cultural Affairs, Education and Higher Education
13. Commission on Health, Sports, Youth, Labor and Workers
14. Commission on Disabled, Martyr's successors and Widows
15. Commission on Nomads, Tribal Affairs, Refugees and Internal Displace People (IDP's)
16. Commission on Natural Resources and Environment
17. Commission on Immunities, Right and Privileges of House's Members
18. Commission on Central Investigation and Overseeing on Implementation of Law

The Commissions have the following duties and powers:

1. Reviewing draft bills referred by the Speaker of the house.
2. Proposing amendments to draft bills.
3. Presenting draft bills.
4. Preparing and presenting reports and recommendations to the House.
5. Conducting and processing all other affairs which are in jurisdiction of the house according to the Constitution.

MJ

1. Commission on National Economic, Finance, Budget and General Accounts (Rural Development, Agriculture and Live Stock, International and Local NGOs, general Inspection and Narcotics/Drugs Campaign)
2. Commission on Ethnical/Tribal, Frontiers and Koochies (Nomads) affairs
3. Commission on International Affairs
4. Commission on Legislative Affairs, Justice and Judiciary (Legal Monitoring, Human rights and Corruption Campaign)
5. Commission on Religious Affairs, Higher Education, Education, Cultural and Scientific Researches Affairs
6. Commission on Public Welfare Affairs, Natural Resources and Environment (Health Labour and Worker, Sports, Red Crescent and Administrative Reforms)
7. Commission on Complaints and Petitions

8. Commission on Relation to the Provincial/Districts Councils and the Immunities and Privileges of the House
9. Commission on Transport and Telecommunication (Urban Development, Aviation, Working Resource, Kabul Municipality, Housing Affairs, Water and Energy Supply)
10. Commission on Handicapped, Disabled, Dependents of Martyrs and Refugees
11. Commission on Widows, Gender Issues and Civil Society
12. Commission on Internal Security, Defense Affairs and Local Organs

Annex 2: Definitions

WJ

1. **Sessions:** A four and half month period where the WJ meets regularly based on Article 107 of the Constitution. There are 2 sessions per calendar year, both constituting a “Legislative Period.”
2. **Jirga:** Wolesi Jirga (WJ).
3. **Rules of Procedure:** Internal Rules of Procedure of the WJ.
4. **WJ Administrative Boardf:** The Speaker, the First and Second Deputy Speaker, the Secretary, and the Deputy Secretary in accordance with article 87 of the Constitution.
5. **Member:** A Member of the WJ.
6. **Constitution:** The Constitution of the Islamic Republic of Afghanistan.
7. **Bill:** Legislative proposal which is transmitted by the Executive to the National Assembly for consideration and/or approval according to Article 95 of the Constitution.
8. **Member’s Bill:** A draft law/legislative proposal which is initiated by a Member of the WJ in accordance with Article 95 and last paragraph of Article 97 of the Constitution.
9. **Government Statements:** Issues presented to the plenary sessions as per Executive request.
10. **Hearing:** a meeting during which the Executive (or any other organization) presents a report in response to formal request from either the plenary or a commission.
11. **Questioning:** MPs direct oral or written questions to government officials in the commissions or in the plenary session.
12. **Interpellation:** Requesting the Executive to explain its actions in accordance with article 92 of the Constitution.
13. **Vote:** The expressed opinion which approves, rejects, or abstains on an issue.
14. **Majority:** The major amount of votes in comparison to the other votes on a particular issue or person (that is, the plurality of votes). Abstentions and null votes are not counted as part of the majority.
15. **Total Majority:** The votes of 50 plus one of total members of Wolesi Jirga.
16. **Present Majority:** The votes of 50 plus one of members in the house present at the time of the vote.

MJ

1. **Rules:** Rules of Procedure of the Upper House.
2. **Bill:** A legislative proposal which, in accordance with the provisions of Article 95 of the Constitution, is transmitted by the Executive to the MJ for its consideration and/or approval.
3. **Member’s Bill:** A draft law/legislative proposal which, according to article 95 and 97 of the Constitution, is initiated by a Member of either Houses of the National Assembly of Afghanistan.
4. **Member:** The members of the MJ
5. **Constitution:** The Constitution of the Islamic Republic of Afghanistan
6. **Interpellation:** Requesting the Executive to explain its actions in accordance with article 92 of the Constitution.
7. **Administrative Board of the MJ:** The Speaker, the Vice-Presidents, the Secretary and the Assistant Secretary of the House, in accordance with article 87 of the Constitution.
8. **Sessions:** The annual ordinary session of the Upper House in accordance with Article 107 of the Constitution.
9. **Jirga:** Meshrano Jirga
10. **National Assembly:** The Upper House and Lower House

Entities within the Parliament:

Commission: A commission is a permanent, sub-legislative body that the Parliament entrusts to carry out a task, such as analyze proposed legislation and make recommendations for amendments. Its terms of references are relatively specific, even though these terms may be very broad or narrow. A commission has no single, permanent administrator, or chair, and it has no independence or constitutional authority of its own. There are no strict membership requirements.

Committee: A committee is a group of MPs who meet and deliberate accordingly to fixed rules of procedures in order to make a decision or produce a document. It is a more horizontal grouping of appointees for co-decision making. Parliament can establish or dissolve a committee at any time. Committees very rarely have the status, recognition, ownership, and authorities as the commissions.

Working Group: A working group is conceptually similar to the committee but more informal and ad hoc.

Panel: A panel has no power and only advises a decision-making body. It is usually composed of experts from outside agencies.

Board: A board instructs the Executive to conduct certain actions on behalf of the Parliament.