SOLICITATION, OFFER AND AWARD

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<table>
<thead>
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<th>SEC. DESCRIPTION</th>
<th>PAGE(S)</th>
<th>(O)</th>
<th>SEC. DESCRIPTION</th>
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</tr>
</tbody>
</table>

OFFER (Must be fully completed by offeror)

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

12. In compliance with above, the undersigned agrees, if this offer is accepted within _210_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the schedule.

14. ACKNOWLEDGEMENT OF AMENDMENTS

The offerer acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated:

<table>
<thead>
<tr>
<th>AMENDMENT NO.</th>
<th>DATE</th>
<th>AMENDMENT NO.</th>
<th>DATE</th>
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<tr>
<td>0001</td>
<td>5/3/2018</td>
<td>0003</td>
<td>6/7/2018</td>
</tr>
<tr>
<td>0002</td>
<td>5/9/2018</td>
<td></td>
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</table>

15A. NAME AND ADDRESS OF OFFEROR

AECOM International Development
3101 Wilson Boulevard, Suite 900
Arlington, VA 22201

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Joy Benn
Contracts Director

18. OFFER DATE

March 7, 2019

AWARD (To be completed by government)

21. ACCOUNTING AND APPROPRIATION

See Section G 7

24. ADMINISTERED BY (IF OTHER THAN ITEM 7)

CODE

25. PAYMENT WILL BE MADE BY

CODE

26. NAME OF CONTRACTING OFFICER (Type or print)

George K. Boateng

27. UNITED STATES OF AMERICA

31/2/2019
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<th>Description</th>
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<tbody>
<tr>
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<td>Acquisition and Assistance Policy Directive</td>
</tr>
<tr>
<td>AMELP</td>
<td>Activity Monitoring, Evaluation, and Learning Plan</td>
</tr>
<tr>
<td>AUWSSC</td>
<td>Afghan Urban Water Supply and Sewerage Corporation</td>
</tr>
<tr>
<td>A/COR</td>
<td>Alternate Contracting Officer’s Representative</td>
</tr>
<tr>
<td>AIDAR</td>
<td>USAID Acquisition Regulation</td>
</tr>
<tr>
<td>ADS</td>
<td>Automated Directives System</td>
</tr>
<tr>
<td>ANSF</td>
<td>Afghanistan National Security Forces</td>
</tr>
<tr>
<td>APPF</td>
<td>Afghanistan Public Protection Force</td>
</tr>
<tr>
<td>ADB</td>
<td>Asian Development Bank</td>
</tr>
<tr>
<td>BEO</td>
<td>Bureau Environmental Officer</td>
</tr>
<tr>
<td>BIP</td>
<td>Branding Implementation Plan</td>
</tr>
<tr>
<td>CAWSS</td>
<td>Central Authority for Water Supply and Sewerage</td>
</tr>
<tr>
<td>CCN</td>
<td>Cooperative Country Nationals</td>
</tr>
<tr>
<td>CF</td>
<td>Coalition Forces</td>
</tr>
<tr>
<td>CFR</td>
<td>Code of Federal Regulation</td>
</tr>
<tr>
<td>CIB</td>
<td>Contract Information Bulletin</td>
</tr>
<tr>
<td>CLIN</td>
<td>Contract Line Item Number</td>
</tr>
<tr>
<td>CPARS</td>
<td>Contractor Performance Assessment Reporting System</td>
</tr>
<tr>
<td>CPFF</td>
<td>Cost Plus Fixed Fee</td>
</tr>
<tr>
<td>CO</td>
<td>Contracting Officer</td>
</tr>
<tr>
<td>COR</td>
<td>Contracting Officer’s Representative</td>
</tr>
<tr>
<td>CST</td>
<td>Contractor Salary Threshold</td>
</tr>
<tr>
<td>DBA</td>
<td>Defense Base Act</td>
</tr>
<tr>
<td>DDL</td>
<td>Development Data Library</td>
</tr>
<tr>
<td>DEC</td>
<td>Development Experience Clearinghouse</td>
</tr>
<tr>
<td>DOC</td>
<td>Development Outreach and Communication</td>
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<tr>
<td>DOD</td>
<td>Department of Defense</td>
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<tr>
<td>DOS</td>
<td>Department of State</td>
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<tr>
<td>DR</td>
<td>Development Result</td>
</tr>
<tr>
<td>EA</td>
<td>Environmental Assessment</td>
</tr>
<tr>
<td>EIT</td>
<td>Electronic and Information Technology</td>
</tr>
<tr>
<td>EMMP</td>
<td>Environmental Mitigation and Monitoring Plan</td>
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<tr>
<td>EOCC</td>
<td>Expanded Object Class Code</td>
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<tr>
<td>FAPIIS</td>
<td>Federal Awardee Performance and Integrity Information System</td>
</tr>
<tr>
<td>FAR</td>
<td>Federal Acquisition Regulation</td>
</tr>
<tr>
<td>FOIA</td>
<td>Freedom of Information Act</td>
</tr>
<tr>
<td>FSN</td>
<td>Foreign Service National</td>
</tr>
<tr>
<td>FTE</td>
<td>Full-time Equivalent</td>
</tr>
<tr>
<td>G&amp;A</td>
<td>General and Administration</td>
</tr>
<tr>
<td>GLAAS</td>
<td>Global Acquisition and Assistance System</td>
</tr>
<tr>
<td>GIRQA</td>
<td>Government of the Islamic Republic of Afghanistan</td>
</tr>
<tr>
<td>GIZ</td>
<td>Gesellschaft für Internationale Zusammenarbeit, GmbH</td>
</tr>
<tr>
<td>GPS</td>
<td>Global Positioning System</td>
</tr>
<tr>
<td>HSPD</td>
<td>Homeland Security Presidential Directive</td>
</tr>
<tr>
<td>IDF</td>
<td>Indirect Fire</td>
</tr>
<tr>
<td>IEE</td>
<td>Initial Environmental Examination</td>
</tr>
<tr>
<td>IED</td>
<td>Improvised Explosive Device</td>
</tr>
<tr>
<td>IPN</td>
<td>Implementing Partner Notices</td>
</tr>
</tbody>
</table>
IR   Intermediate Results
KfW  Kreditanstalt für Wiederaufbau
LOAs Letters of Authorization
MP   Marking Plan
M&M  Mitigation and Monitoring
MOU  Memorandum of Understanding
MS   Microsoft
MVA  Motor Vehicle Accident
MUDH Ministry of Urban Development and Housing
MEW  Ministry of Energy and Water
MoM  Ministry of Mines
MoPH Ministry of Public Health
MAIL Ministry of Agriculture, Irrigation and Livestock
NARA National Archives and Records Administration
NEPA National Environmental Protection Agency
NICRA Negotiated Indirect Cost Rate Agreement
NGO  Non-Governmental Organization
NTA  National Technical Assistance
NXP  Non-expendable Property
OAA  Office of Acquisition and Assistance
ODC  Other Direct Cost
OI   Office of Infrastructure
OPPD Office of Program and Project Development
PDF  Portable Document Format
PLSO Partner Liaison Security Office
POC  Point of Contact
PPI  Past Performance Information
PSC  Private Security Contractor
RCE  Request for Categorical Exclusion
SAF  Small Arms Fire
SAM  System for Award Management
SB   Small Business
SIR  Serious Incident Reporting
SPOT Synchronized Pre-Deployment and Operational Tracker
STEP Smart Traveler Enrollment Program
TBD  To Be Determined
TCN  Third Country National
TIFF Tagged Image File Format
TRAINET Training and Results and Information Network
UNHCR UN High Commission for Refugees
USAID United States Agency for International Development
U.S. United States
USA United States of America
USAG United States Government
WIA Wounded in Action
PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND COSTS

B.1 PURPOSE

The purpose of the contract is to provide technical assistance to the Afghanistan Urban Water Supply and Sewerage Corporation (AUWSSC) and the Afghan government to increase access to urban water and sanitation services for residents in six Afghan cities to accomplish the work described in Section C.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion-type contract consistent with Federal Acquisition Regulations 16.306(d)(1). For the consideration set forth below, the Contractor will provide the performance objectives or outputs described in Section C and the deliverables as described in Section F, in accordance with performance standards specified in Section F.

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

(a) The estimated cost for the performance for the CPFF contract type component of work required hereunder, exclusive of fixed fee, if any, is $43,145,815. The fixed fee, if any, is $3,200,000. The estimated cost plus fixed fee, if any, is $43,345,815. Cost shall be limited to reasonable, allocable, and allowable costs determined in accordance with Federal Acquisition Regulation (FAR) 52.216-7.

(b) Fixed Fee Payment: The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule in accordance with FAR 52.216-8(a).(see Section B.8 and F.5)

(c) Within the estimated cost plus all possible fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable and allocable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is $7,000,000. The Contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the provisions entitled “Limitation of Funds” (FAR 52.232-22) as indicated in Section I of this contract.

(d) Funds obligated hereunder are anticipated to be sufficient through December 31, 2019.
## B.4 CONTRACT BUDGET

The budget for this contract is as follows:

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Total ($)</th>
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<tr>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>0004</td>
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</tbody>
</table>

Sub-Total CLIN 0001: $20,935,862  
Sub-Total CLIN 0002: $5,061,953  
Sub-Total CLIN 0003: $8,674,000  
Sub-Total CLIN 0004: $8,674,000

Total Estimated Cost (All CLINS): $43,345,815

(a) Shifting of funds (budget re-align) between CLINS exceeding ten percent (10%) of the individual CLIN sub-total must be approved by Contracting Officer. The funds under CLIN 0003 and CLIN 0004 must be used ONLY for Task 4 activities (see Section C) implementation to support water and sanitation infrastructure and equipment support. The use of infrastructure and equipment support line items for eligible AUWSSC strategic business units is dependent upon successful completion of Task 2 and substantial completion of Task 3.

(b) The Contractor will be reimbursed for allowable costs under CLIN # 0003 and CLIN #0004 (cost-reimbursement basis). However, Sub-contractors will be issued on Firm Fixed Price (FFP) basis on the understanding that the contractor will obtain consent to subcontract in accordance with FAR subpart 44 or obtain Contracting Officer’s Representative (COR) concurrence if amount is below consent threshold.

(c) **Construction sub-contracts must include all appropriate contract clauses.** Deviations from this requirement must be approved by the Contracting Officer.

## B.5 INDIRECT COSTS

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

[Space intentionally left blank]
B.6 CEILING ON INDIRECT COSTS

Reimbursement for indirect costs will be at the lower of the negotiated final predetermined rates or the following ceiling rates:

The government will not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding will not change any monetary ceiling, cost limitation, or obligation established in the contract.
B.7 COST REIMBURSABLE

Allowable costs will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment (JUNE 2013), FAR 52.216-8, Fixed Fee (JUNE 2011), if applicable, and AIDAR 752.7003, Documentation for Payment.

B.8 PAYMENT OF FIXED FEE (CPFF)

Pursuant to FAR 16.306 (d) “Cost-Plus-Fixed-Fee Contracts”, payment of fixed fee under this contract will be tied to the completion of deliverables specified in Section F.5.

Upon successful achievement of the deliverable, the Contractor must provide evidence of its achievement to the COR and the Contracting Officer. Upon acceptance and approval by USAID, the Contractor must submit an invoice for the amount of the fee associated with the deliverable. Further, payment of fixed fee, subject to FAR 52.216-8, will be made upon receipt of a proper invoice.

B.9 CANCELLATION CEILING AND MULTI-YEAR CONTRACT

The costs for this contract are considered non-severable and are therefore multi-year contracts as defined in FAR 17.103, “Definitions”. This contract is subject to the requirements of FAR 17.106, “Procedures”.

This is a CPFF type contract where the Contractor is authorized to be reimbursed for all costs which are allowable in accordance with FAR 52.216-7, “Allowable Cost and Payment”. The Contractor will not incur any costs which would have been amortized over the life of the contract should the contract be cancelled in accordance with FAR 52.217-2 “Cancellation under Multi-Year Contracts”. Therefore, the cancellation ceiling for each cancellation date is $0 as represented in the below table.

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</tr>
<tr>
<td>2</td>
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</tr>
<tr>
<td>5</td>
<td>01/30/2024</td>
<td>$0</td>
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[END OF SECTION B]
C.1 BACKGROUND

(a) Current state of urban water and sanitation in Afghanistan

Across Afghanistan, only 21 percent of urban residents are served by a piped water connection to their home. The rest rely on unsafe shallow open wells or hand pumps that are highly susceptible to contamination, or expensive alternatives such as trucked water. Even where piped services are available, the quality of the service is often poor, with limited service hours or water quality that does not meet health standards. On-site household sanitation systems are the most common source of drinking water contamination. Many households rely on private suppliers who provide water via tankers, while newly developed townships are serviced by private suppliers through network supply arrangements. Other systems are community-managed and include shared water connections, small networks, non-governmental organization (NGO) supported water supply systems, or service provision by a private supplier.

Only fifty-two percent of households in urban areas have access to an improved toilet facility. In the major urban centers, there is a general trend of shifting away from dry sanitation to water-based systems as the economic status of a household improves. However, there is no collectively organized or centralized mechanism for managing wastewater at a city-level in any urban area of Afghanistan. Instead, a variety of different management practices are used including dry toilets, septic tanks, or decentralized sewage collection and treatment systems. Many on-site treatment options, such as septic tanks, are not properly constructed or maintained and contribute to contamination of drinking water and public health issues.

Meeting the water and sanitation needs of Afghanistan’s urban population is already a challenge, and becoming more complex when planning for population growth. Between 2000 and 2010, the country’s urban population grew by almost 4.5 percent a year and according to 2016 World Bank data, the urban population grew by 4.3 percent, the 16th fastest in the world. While most of this is attributable to an increase in birth rates in urban areas, rural-urban migration is occurring, and Afghan cities are increasingly becoming the destination for returned refugees and internally displaced persons. As of mid-2014, there were, according to UN High Commission for Refugees (UNHCR) estimates, 683,000 people internally displaced by conflict in Afghanistan, more than half of which were living in urban areas. The UN anticipates that between 864,000 and 1.5 million Afghans could return to Afghanistan from neighboring countries in 2017, many of whom will likely return to cities.

(b) Afghan Urban Water and Sanitation Policies and Cognizant Ministries

The Ministry of Urban Development and Housing (MUDH), formerly the Ministry for Urban Development Affairs, is responsible for urban service provision, including water and wastewater management services. MUDH has responsibility for developing master and strategic plans, which include sanitation and water supply. Additionally, in the absence of an independent regulator, MUDH has by default, an interim regulatory role. In 2005, MUDH released the Urban Water Supply and Sewerage Sector Policy to help guide the sector during the post-Taliban reconstruction era. The policy objectives were to improve sustainable access to safe drinking water and basic sewerage, prepare for the decentralization of service delivery,
ensure improved operation and maintenance of infrastructure, emphasize full cost recovery, and prioritize the development of surface water as a supply of potable water.

In 2014 MUDH started to amend the Urban Water Supply and Wastewater Sector Policy. The updated policy, still pending final approval from the Supreme Council of Lands and Water, includes developments within or directly affecting the sector, and is in compliance with the Water Law (2009) and principles of the Environment Law (2007). It aligns with the Afghanistan National Development Strategy and its priority planning processes. The new policy better discusses urban wastewater and highlights areas for integration and coordination within the urban water and sanitation sector, as well as with other sectors such as health.

Afghanistan lacks an independent regulatory authority for the urban water and sanitation sector. In the interim, MUDH is executing some basic regulatory functions for water supply. In 2012 MUDH established and initiated a process to issue licenses to private sector drinking water service providers in Kabul city. MUDH is developing a sanitation master plan for Kabul city, which would be implemented by AUWSSC. MUDH is currently serving as an interim regulatory institution for both water and sanitation. MUDH is working on tariff regulation for private water supply service providers.

MUDH, in coordination with the Ministry of Energy and Water (MEW), Ministry of Mines (MoM), Ministry of Public Health (MoPH), Ministry of Agriculture, Irrigation and Livestock (MAIL), and National Environmental Protection Agency (NEPA) has the responsibility to provide water supply for drinking and livelihoods. This includes construction of water treatment plants, water conveyance facilities, sewerage systems and sewage treatment plants. MEW has jurisdiction over Afghanistan’s surface water resources and is responsible for policies and structures to manage them. MEW developed a Water Sector Capacity Building Policy (2013), which analyses capacity building needs for all institutions related to the water sector and outlines the process of establishing capacity building departments in each water sector institution.

(c) Afghan Urban Water Supply and Sewerage Company (AUWSSC)

Prior to 2006, the Central Authority for Water Supply and Sewerage (CAWSS), under MUDH, provided piped water supply and sanitation in the country. In 2006, a Presidential Decree transformed CAWSS into a commercialized state enterprise, the Afghan Urban Water Supply and Sewerage Corporation (AUWSSC). This reform professionalized the operation of Afghanistan’s municipal water utilities and introduced the same type of fiscal and service delivery improvements that followed commercialization of the national power utility, Da Afghanistan Breshna Sherkat. AUWSSC has five shareholders: Ministry of Finance (40%), MUDH (35%), Ministry of Economy (10%), NEPA (10%), and Kabul municipality (5%). AUWSSC is headed by a Director General, who reports to the Board of Directors. The Board of Directors is comprised of five representatives from each of the shareholders, as well as one representative from Afghanistan Independent Land Authority and one representative from the Independent Directorate of Local Governance.

As of 2016, AUWSSC has 1,381 staff covering six strategic business units in Kabul, Herat, Jalalabad, Mazar e Sharif, Kandahar, and Kunduz, and 26 sub-strategic business units. In total, AUWSSC has operations in 19 provinces. According to AUWSSC, in 2016, the total network length was 3,817 km with 172,004 registered household connections serving 2.2 million people. They have 1,381 public utility connections. The total daily water production,
as of 2016, is reported as 111,499 m³ and reservoir capacity is 104,176 m³. Plans for expansion over the next five years would increase the total population served to 5 million, and increase the number of household connections by 13.5 percent (13.5%) and reservoir capacity by 18.2 percent (18.2%).

In 2009, with World Bank financing, the Afghan government launched the Afghanistan Urban Water Sector Project to support the commercialization process. To complement this effort, USAID provided $22.7 million from 2008-2014 for the Commercialization of Afghanistan Water and Sanitation Activity (CAWSA) to support reforms in cities with AUWSSC-provided services, including Mazar e Sharif, Jalalabad, Gardiz, Ghazni, Kandahar, Lashkarga, Zaranj and Mehtarlam. USAID assistance improved water utility management and performance, especially with regard to accounting and financial systems, and introduced commercial water utility principles. Over the last decade, the German government has provided similar support to the strategic business units in Herat, Kabul and Kunduz.

Since the 2006 reforms, AUWSSC has seen moderate success in the expansion of piped water services and in their efforts to improve cost recovery. From 2009-2016, AUWSSC reported an increase in network length of 1,945 km and a 35 percent (35%) increase in daily water production. However, evaluations of USAID, World Bank and German government assistance in urban water sector indicate that a low level of technical and managerial capacity in AUWSSC and infrastructure deficiencies remain limiting factors in improving services and cost recovery. The evaluation of USAID’s assistance indicated that future programming should include a business planning component, continue to improve cost recovery efforts, assess infrastructure conditions, and improve staffing management. The evaluation report also noted that for most of AUWSSC’s units, it was unrealistic to expect any long-term or sustainable changes in overall performance (including cost recovery) without significantly improving the ability to deliver higher quantities of water through water supply infrastructure investments.

Current water tariffs are based on the 2012 Presidential Decree on Water Tariffs. In 2013, as a result of the tariff reform, AUWSSC for the first time reported a surplus of $0.03 million. However, the increase in profit, has not yet translated into efficiency in financial resource use or expansion of service delivery. The AUWSSC five (5) year strategic plan cites the lack of information and financial planning system as a barrier to improvement. AUWSSC faces staffing challenges due to a lack of skilled staff within the sector and continued need for training for current staff. Higher private sector salaries make retention of current staff and recruitment of new staff to replace an ageing workforce in AUWSSC problematical.

AUWSSC has a mandate for sanitation service provision. The AUWSSC five (5) year strategic plan (2016-2020) briefly highlights the importance of decentralized solutions for sanitation services in Kabul, Herat, Mazar e Sharif, Jalalabad, Kunduz, and Kandahar to address discharge of untreated wastewater in urban and peri-urban areas. The plan calls for feasibility studies and the design and construction of decentralized wastewater treatment systems in the six cities.

(d) Linkages to Foreign Policy Goals and USAID Initiatives

The Afghan Urban Water and Sanitation activity aligns with USAID policies and strategies, as well as broader U.S. foreign policy goals. On August 21, 2017 the U.S. government announced a new U.S. strategy for Afghanistan that includes improving economic
development in the country. Water is critical for economic development and cities are the areas with the most potential economic growth in Afghanistan. This activity supports USAID/Afghanistan’s Plan for Transition (2015-2018). The main objective of the plan is to increase government revenue to replace donor assistance and provide resources for quality service delivery. Support to AUWSSC directly supports this objective, with an end goal of improved water and sanitation service delivery.

This assistance for the Afghan urban water and sanitation sector directly supports the U.S. Government’s Global Water Strategy. The USAID goal under the strategy is to increase availability and sustainable management of safe water and sanitation for the unserved and most vulnerable. This activity supports three of the four (4) Development Results (DR): DR 1: strengthen sector governance and financing, DR 2: increase sustainable access and use of sanitation, and DR 3: increase sustainable access to safe drinking water. The U.S. Government’s Global Water Strategy, released in November 2017, was created in response to the Water for the World Act of 2014, under which Afghanistan has been identified as a high priority country. This activity will support Afghanistan’s commitments to the Sustainable Development Goals, specifically Goal 6: ensure availability and sustainable management of water and sanitation.

The Afghan Urban Water and Sanitation activity supports USAID’s Urban Policy: Sustainable Service Delivery in an Increasingly Urbanized World and USAID’s Gender Equality and Female Empowerment Policy in all activities to ensure that these strive for inclusion, and will comply with the USAID Evaluation Policy to appropriately measure impacts and outcomes.

(e) Donor and Development Partner Support

There are a limited number of donors engaged in the urban water utility sector in Afghanistan. The World Bank doesn’t currently provide assistance for urban water and sanitation, but previously supported AUWSSC to improve operational management and investment planning and implementation (2006-2014), including establishing the AUWSSC organizational structure and formalizing the relationship between headquarters and the strategic business units. In 2017, World Bank announced grants, including $100 million for inclusive growth and $20 million for urban development and service delivery, though additional details on water and sanitation specifics are pending. From 2008 to 2017, the German government through Deutsche Gesellschaft für Internationale Zusammenarbeit, GmbH (GIZ) has been providing technical assistance to three of AUWSSC’s strategic business units (Herat, Kabul and Kunduz), with the possibility of extension. This assistance is complemented by urban water infrastructure improvements funded by the German development bank, Kreditanstalt für Wiederaufbau (KfW). USAID contributes $20 million to KfW’s Kabul water supply improvement project. KfW is assisting AUWSSC to develop a sanitation master plan for Kabul city. The Asian Development Bank (ADB) is currently undertaking a project preparatory technical assistance for the Arghandab Integrated Water Resources Development Investment Program which has a water supply component for Kandahar city.

Donor investments have helped AUWSSC achieve measurable gains in service provision. For example, with support from the German government, the Herat strategic business unit was able to increase the number of household connections from 12,300 in 2002 to 46,280 in 2013, providing service to almost the entire city. Water quality continues to be a challenge though,
and is an example of something that this activity could continue to support. The successful service delivery in Herat may serve as a good model to be used and replicated among other AUWSSC strategic business units. In the sanitation sector, the Kabul city sanitation master plan is under development and is the first such large-scale urban sanitation plan for the country. This may be another good example of past donor support that can be scaled-up for replication in other cities. The Afghan Urban Water and Sanitation activity will coordinate closely with other donor initiatives develop results obtained from earlier donor assistance, adapt lessons learned from previous interventions, and replicate successful models, without duplicating efforts. Because of the past and ongoing support, as well as varying levels of capacity, the first step in the activity implementation will require the Contractor to work with AUWSSC headquarters and the strategic business units to establish baselines. These baselines must be approved by USAID.

C.2 PURPOSE

The purpose of the Afghan Urban Water and Sanitation activity is to increase access to urban water and sanitation services for residents in six Afghan cities serviced by the Afghanistan Urban Water Supply and Sewerage Corporation (AUWSSC) and the Afghan government.

C.3 SCOPE

The Afghan Urban Water and Sanitation activity will work directly with AUWSSC, MUDH, and relevant municipal or provincial governments and in coordination with other donors as appropriate. The scope of this activity includes business and financial planning, infrastructure and equipment support, transparency or efficiency support, and service delivery planning.

The six urban areas1 planned for this activity correspond to the Afghan cities where AUWSSC headquarters and strategic business units are located: Kabul, Herat, Jalalabad, Mazar e Sharif, Kandahar, and Kunduz. Due to the dynamic security envelope in Afghanistan, it will be incumbent upon the Contractor to ensure that U.S. Government funds are only expended in areas controlled by the Afghan government.

The Afghan Urban Water and Sanitation activity is based on the hypothesis that by improving the operational and technical performance of AUWSSC and providing necessary infrastructure support, Afghan citizens in select urban areas will have increased access to water and sanitation services. This may be in the form of new access in previously unserved areas or as improved service quality, such as longer hours of water provision or improved water quality from existing services. Access to sanitation currently lags behind access to water in most urban areas, as such, the approaches for water and sanitation will differ. Additionally, each city has different levels of access and each strategic business unit has varying levels of capacity, infrastructure, service delivery, and support from other international donors or Afghan government initiatives. As such, it is vital that this activity use a customized approach that is tailored to local realities at each site. Technical and operational capacity building must focus on transparency, internal controls, auditing procedures, budgeting process, performance-based management, efficiency, non-revenue water, metering, customer service, public outreach, business planning, among others. The activity must work to strengthen existing strategies, institutional structures, and programs to avoid duplication.

1 Urban areas are defined as those with a population generally in excess of five thousand and falling within the jurisdiction of an authority established and governed by the Law of Municipalities (Law 794 of Year 1379 Chapter 2 Article 7) in the 2005 Urban Water Supply and Wastewater Sector Policy.
and developing parallel processes. This activity must work to improve coordination in the urban water and sanitation sector among AUWSSC, MUDH, municipal and provincial governments, as well as other relevant stakeholders.

C.4 OBJECTIVES AND APPROACH

USAID seeks to increase access to urban water and sanitation services for residents in the six Afghan cities mentioned in C.3 above that are serviced by AUWSSC and the Afghan government. Increased access to services may include new access, improved access, or improved service quality. The Afghan Urban Water and Sanitation activity will support AUWSSC at their Kabul headquarters and sub-offices. The specific objectives of this activity are:

1. Increase technical and operational performance of AUWSSC;
2. Enhance sanitation service delivery and planning; and
3. Improve water and sanitation infrastructure.

To accomplish these objectives it is imperative that the Contractor work directly with AUWSSC and other entities as appropriate, to implement practical interventions to strengthen existing systems and processes, without creating parallel systems or duplicative interventions. The Contractor will work with AUWSSC headquarters to improve the overall operations of the utility, as well as at the strategic business unit level in the six aforementioned cities. MUDH will be a key partner at both the national and municipal level. The contractor is expected to work with relevant municipalities and provincial governments as well. Technical assistance provided under this activity will build upon the existing skills, policies, plans, and strategies of AUWSSC, as well as MUDH. The Contractor must leverage existing programs and other donor initiatives and investments and ensure coordination across the urban water and sanitation sector.

The Contractor must utilize baseline assessments and other available data to develop tailored approaches for capacity building and technical assistance for AUWSSC headquarters, as well as each of the strategic business units. As capacity levels vary widely across each of these units, it is imperative that assistance be customized and based on actual need. Infrastructure interventions must be prioritized based on cost benefit analysis and strategic priorities. Water infrastructure rehabilitation, upgrades, or new construction will only be permitted following the completion of the business planning process at the strategic business unit level. With both water and sanitation infrastructure, the Contractor must include appropriate operations and maintenance considerations and plans to ensure the sustainability of the investment. Sustainability must be included as a key consideration across all interventions, not only infrastructure, and the Contractor must avoid introducing skills or systems that cannot be sustained in the absence of the Contractor. The Contractor must seek and establish partnerships to ensure long-term sustainability. As part of this sustainability element, interventions must directly support Afghan government strategies, plans, and priorities. Given the dynamic security environment in Afghanistan and the inherent risks of infrastructure investments, the Contractor must use an approach that mitigates risk.
C.5 TASKS AND DELIVERABLES

The Contractor shall address the following tasks, taking into consideration the expectations outlined in the overall approach section above.

Task 1. Analyze existing systems, capacity and available data to establish activity baselines

Gathering and analyzing existing data will be critical to ensure that technical assistance under this activity meets current needs and realities. This task will directly inform the specific interventions to be undertaken in all other tasks under the contract. The Contractor will use collected data and information to establish baselines from which the Contractor and USAID will measure performance. The intention of this task is not to replicate past assessments, analyses, audit reports, or other available information that is still current and relevant. Rather, the intended purpose is to consolidate existing information and only produce new assessments or analyses in the event that information is unavailable. The Contractor must undertake the following in support of each subsequent task:

(1) **AUWSSC organizational, technical, and operational capacity assessed**

Assess the current technical, operational and financial performance of AUWSSC. This includes, but is not limited to internal controls, auditing procedures, budgeting process, transparency, performance-based management, cost recovery, non-revenue water losses, estimate of service coverage and revenue from private sector providers, custom service, service coverage, existing infrastructure, planning and management capacity, service quality, among others. The Contractor will work with AUWSSC to further develop the specific areas that need to be assessed in order to provide concrete recommendations on how to prioritize capacity building interventions under Task 2, as well as establish necessary baselines from which to measure achievements. The assessment/data collection must be conducted both at headquarters and within each of the six strategic business units. The assessment must identify strengths and existing capabilities of AUWSSC and build upon those to further technical and operational performance improvements. It will be important to determine any constraints that exist. The analysis must be conducted with a specific focus on improving service delivery. The analysis must identify areas for collaboration with other Afghan government or donor programs, as well as opportunities for private sector engagement. The Contractor must include gender considerations in both the establishment of baseline data and recommendations provided in furtherance of Task 2.

(2) **Sanitation service provision & planning data assessed and information gaps identified**

Urban sanitation data and information are lacking in Afghanistan. To ensure better planning and decision making for urban sanitation solutions, AUWSSC and MUDH especially, would benefit from better data, assessments and surveys to focus programs accordingly. The Contractor must propose appropriate assessments, studies, and data collection that will provide information on topics such as, but not limited to the following: preferred and appropriate sanitation solutions and technologies, willingness to pay, opportunities for private sector engagement, policy reform, and financial viability or cost-benefit of urban sanitation options. Assessments, studies, or data must be used to inform and improve sanitation planning in Task 3. Data assessments/gathering must include a baseline for the current level of sanitation service provision within the service areas of the six AUWSSC strategic business units. This specific intervention is linked to
the operational assessment of AUWSSC in (1) above. Developing this baseline will help to inform the development of sanitation plans in Task 3. The Contractor is required to include gender considerations in the assessments, as well as recommendations provided in furtherance of Task 3.

Findings and recommendations from these analyses will allow the contractor, following discussions with USAID and subject to USAID’s approval, to enhance the focus of the activity so that technical assistance is targeting the areas of greatest need. The data from the assessments will be used to establish baselines and refine associated targets to ensure that realistic goals have been set. As part of the analysis, and using the baseline data collected, the Contractor must develop a capacity building plan that will directly inform the work to be carried out under Task 2 and Task 3. Because sustainability is such a key concern, the Contractor must develop a sustainability plan that will demonstrate how investments and interventions under the contract will be sustained beyond the life of the activity (please see Section C.8 for additional guidance on sustainability plans).

The Contractor must provide or complete the following deliverables:

(i) Baseline assessment of AUWSSC organizational, technical and operational capacity including financial management and communications, knowledge management capacity. At a minimum, the baseline assessment must include current needs or gaps in the areas of transparency, internal controls, auditing procedures, budgeting process, performance-based management, efficiency, non-revenue water, metering, customer service, public outreach, business planning. The baseline must include an assessment of gender equality within AUWSSC, as well as how gender considerations are used to ensure equitable service provision. The assessment must include any other relevant areas identified during the assessment directly linked to the goals of this activity;

(ii) Baseline assessment for each AUWSSC strategic business unit that includes current performance and service coverage including current tariff rates and informal service provider rates for each strategic business unit area. At a minimum, the baseline assessment for each strategic business unit must include current needs or gaps in the areas of transparency, internal controls, auditing procedures, budgeting process, performance-based management, efficiency, non-revenue water, metering, customer service, public outreach, business planning. The baseline must include an assessment of gender equality within the strategic business units, as well as how gender considerations are used to ensure equitable service provision. Each assessment must include other relevant areas particular to each strategic business unit identified during the assessment and directly linked to the goals of this activity;

(iii) A capacity building plan that will inform interventions under Task 2 and Task 3;

(iv) A sustainability plan that provides information specific to AUWSSC headquarters, as well as each of the strategic business units;

(v) Baseline assessment of sanitation service provision in the service areas of the six2 AUWSSC strategic business units; and

(vi) A report on the existing data and information gaps in the urban sanitation sector that includes a prioritized recommendation list for studies/analyses to be undertaken in Task 3.

2 The baseline assessment for Kabul may be less rigorous than the other 5 cities given that the sanitation master plan is already underway. This baseline will be more of a general stocktaking of current progress.
Outcomes:

(i) Constraints and opportunities for improved technical and operational performance of AUWSSC identified;
(ii) Better data and information available for sanitation planning;
(iii) Constraints and opportunities for enhanced sanitation delivery and planning identified; and
(iv) Water and sanitation infrastructure needs for the six targets strategic business units.

Task 2. Provide capacity building to increase technical and operational performance of AUWSSC and the six targeted Strategic Business Units

Using the sustainability and capacity building plans completed under Task 1, the Contractor must provide technical assistance to AUWSSC to increase technical and operational performance, and ultimately improve water service delivery. The Contractor must work with AUWSSC headquarters and at the strategic business unit level. At headquarters, the Contractor must implement interventions that improve AUWSSC’s ability to support the six strategic business units, overall operational efficiency, and better meet the needs of its customers. This includes, but is not limited to internal controls, auditing procedures, business planning, budgeting process, transparency, performance-based management, human resources development and training, customer service and outreach, communications to internal stakeholders across the Government of Afghanistan audiences as well as the general public and private sector service providers, cost recovery, and reduce dependence on government subsidies. The baseline established in Task 1 will be used to measure improvements.

The Contractor must work with the six AUWSSC strategic business units, supporting them to develop and implement business plans that result in improved cost recovery and service delivery. Currently this will mainly focus on water service delivery, but to the extent possible, the Contractor must include considerations and plans for sanitation, drawing from Task 2. Using the sustainability and capacity building plans from Task 1, the Contractor will determine, and USAID will approve, tailored interventions, specific to the needs of each business unit. The Contractor must promote the sharing of ideas and best practices among the units, potentially via a community of practice. Support to the strategic business units must adapt lessons learned from previous interventions and replicate successful models, without duplicating efforts. It should build upon AUWSSC initiatives and align with any Afghan government plans or policies. By the end of the activity, AUWSSC staff must have the capacity to develop and execute business plans that can improve access to or quality of water and sanitation service delivery.

The Contractor must provide or complete the following deliverables:

(i) Six business plans developed and approved by AUWSSC, one for each AUWSSC strategic business unit in Kabul, Herat, Jalalabad, Mazar e Sharif, Kandahar, and Kunduz. The plans must include capital investment plans with realistic, time-bound, attributable, measurable performance objectives that address, among others, water quality, quantity, security of supply, and meeting customer’s daily demand;
(ii) A performance benchmarking system developed and operational for AUWSSC and all strategic business units to enhance performance, efficiency, service delivery, and support strategic planning;
(iii) Development of a community of practice, or similar arrangement, that promotes and facilitates the sharing of best practices and ideas among the strategic business units; and
(iv) Shared information system and platform where data, analysis and all business plans are
Visualization of prioritized assessment results across all SBUs for AUWSSC officials.

Outcomes:
(i) AUWSSC headquarters with increased ability to provide transparent, quality support to strategic business units and customers and
(ii) Increased capacity of the six AUWSSC strategic business units to develop and execute business plans, maintain operations, and service customers.

Task 3. Accessibility and usage of sanitation service delivery and planning data improved

Using the baseline assessments and recommendations developed under Task 1 and the plans and practices developed under Task 2, the Contractor will undertake the agreed upon sanitation assessments and planning, that aims to address the gaps identified and will directly inform or support improvements in sanitation service delivery and planning. These reports, assessments or data gathering will then directly support MUDH’s sanitation planning efforts. The sanitation master plan for Kabul is currently being completed and will serve as a model for replication in Herat, Jalalabad, Mazar e Sharif, Kandahar, and Kunduz. AUWSSC has already identified these plans as a priority in their five year strategic plan. The Contractor will build the capacity of MUDH, AUWSSC and relevant municipalities to improve the urban sanitation planning process and develop actionable sanitation plans that include short, medium, and long-term sanitation solutions. These solutions may include both centralized and decentralized options and must include programming of investment measures and analysis (e.g. financial economic analysis). To the extent possible, sanitation planning must be linked to and included in the business plan in Task 2. As with Task 2, the Contractor must develop a community of practice, or similar arrangement that promotes and facilitates the sharing of best practices and ideas among the various cities working on sanitation planning.

The Contractor must provide or complete the following deliverables:
(i) Completed sanitation analyses/studies based on the assessments/reports completed under Task 1;
(ii) By the end of the activity, MUDH, in coordination with AUWSSC, must have sanitation plans completed for Herat, Jalalabad, Mazar e Sharif, Kandahar, and Kunduz; and
(iii) Shared information system and platform where data, analysis and all sanitation plans are stored and including the visualization of prioritized assessment results.

Outcomes:
(i) Improved access to and quality and use of urban sanitation information and
(ii) Sanitation planning improved in the six targeted Afghan cities.

Task 4. Water and sanitation infrastructure and equipment Support

This task will directly support the implementation of the business and sanitation plans that will be developed under Tasks 2 and 3. The business plans prepared by each strategic business unit in Task 2 will include a prioritized infrastructure and equipment list for each unit that has a need. Strategic business units must successfully complete their business plans before advancing to Task 4. This will ensure that the infrastructure and equipment support undertaken in Task 4 are strategically selected, align with the long-term goals of AUWSSC, and contribute to improved water service delivery. Any strategic business unit with a
finalized plan may start infrastructure and equipment support under this task and does not
need to wait for others to finalize their plan. USAID must verify the completed business plan
and approve the strategic business unit to start on Task 4 before any improvement activities
may commence. Because sanitation is such a pressing need in Afghanistan, units will be
eligible for short-term infrastructure projects that address immediate needs, as long as they
have initiated their sanitation plans and the infrastructure project supports elements of the
plan. Both water and sanitation infrastructure projects must prioritize interventions identified
in the plans from Task 2 and 3, with high impact for improved water or sanitation service
delivery or expanded access to un or under-served households.

Infrastructure and equipment support under Task 4 may include equipment purchase,
upgrading of existing equipment, new construction, or rehabilitation of existing infrastructure.
The Contractor must have a management structure, including construction oversight and
supervision by a qualified engineer, and an approval process for interventions under this Task.
Infrastructure and equipment support must include the necessary operations and maintenance
considerations to sustain the investments, as well as any necessary behavior change or social
awareness campaigns. Refer to Section C.8.5 for additional required USAID guidance
regarding construction. The Contractor is encouraged to partner with the private sector, or
others, as appropriate to leverage additional resources to ensure sustainability of infrastructure
investments.

**Deliverables:**
(i) Infrastructure and equipment support, including operations and maintenance support,
completed to improve or expand water and sanitation service delivery. The exact number
and type of improvements completed will be determined based on prioritized actions from
the business and sanitation plans;
(ii) Sufficient operations and maintenance plans developed and implemented for all
infrastructure and equipment support, including relevant capacity building for responsible
staff; and
(iii) Construction Management and Oversight and Quality Assurance Plans developed for each
strategic business unit.

**Outcomes:**
(i) Improved access to water services for residents of the six targeted Afghan cities through
water infrastructure and equipment support.
(ii) Improved access to sanitation services for residents of the six targeted Afghan cities
through infrastructure and equipment support.

**C.6 EXPECTED RESULTS**

By the end of the five (5) year implementation period, the Afghan Urban Water and Sanitation
activity will result in:

(i) 20-30% improvement in cost recovery ratio for at least 5 AUWSSC strategic business
units. Cost recovery ratio is understood as the quantitative relation (i.e., proportion)
between operating revenues and operating and non-operating expenses. Following the
baseline assessments in Task 1, the Contractor and USAID may further refine this result
and establish specific cost recovery targets for each of the business units.
(ii) A minimum of 1 million residents with increased access to urban water or sanitation
services. This increased access may include people gaining access to basic or safely
managed drinking water or sanitation services, as well as improved service quality from an existing basic or safely managed drinking water service.

(iii) Demonstrable improvements in the institutional capacity of AUWSSC, including internal controls, budgeting process, transparency, performance-based management, and planning and management capacity; and

(iv) Strengthened partnerships with the private sector for water and sanitation service provision.

C.7 MONITORING AND EVALUATION

The Contractor must propose standard and custom indicators, as well as a schedule of deliverables demonstrating achievement of the above-mentioned objectives and outcomes. The Contractor must propose targets (annual and life-of-activity) for all the indicators required by USAID, as well as for all indicators proposed by the Contractor to monitor and collect data. These targets will be incorporated in the successful Contractor’s contract. The Contractor must report, at a minimum, on the following performance indicators, as applicable, to the proposed interventions:

(i) Number of people gaining access to basic drinking water services as a result of USG assistance.

(ii) Number of people gaining access to safely managed drinking water services as a result of USG assistance.

(iii) Number of people receiving improved service quality from an existing basic or safely managed drinking water service as a result of USG assistance.

(iv) Number of people gaining access to a basic sanitation service as a result of USG assistance.

(v) Number of people gaining access to safely managed sanitation services as a result of USG assistance.

Monitoring and Evaluation (M&E) is a critical part of USAID’s programming. According to the 2011 USAID Evaluation Policy, the Agency “use[s] evaluation findings to strengthen our efforts and sharpen our decision-making … and to inform resource allocation.” The close scrutiny given to USG assistance in Afghanistan makes this policy all the more critical. At the same time, the current security situation in Afghanistan makes implementation of M&E activities highly challenging. Consistent with USAID’s Evaluation Policy, contractor must incorporate a structured monitoring and evaluation component from the onset of award. Continuous monitoring of performance objectives will not only support accountability but also ensure measurable results. USAID/Afghanistan may conduct an independent mid-term and/or final performance evaluation of the award to measure progress over time, verify the development hypothesis, and inform programming.

USAID’s Multi-Tiered Monitoring Approach

Given the M&E challenges USAID faces in Afghanistan, the Kabul Mission has developed the Multi-Tiered Monitoring (MTM) Approach, which gathers and triangulates information and performance data from multiple sources. The contractor must undertake M&E activities that feed into USAID/Afghanistan’s multi-tiered monitoring approach, specifically in Tier 2. The contractor will work directly with the USAID Contracting Officer’s Representative (COR) in determining how the multi-tiered monitoring data can support the activity’s learning and adaptation. The MTM tiers include:
(i) Tier 1: Direct observation by U.S. Government (USG) staff and/or through third party monitoring (TMP).
(ii) Tier 2: Review of implementing partner performance reporting
(iii) Tier 3: Corroboration of Tier 1 and Tier 2 monitoring data with external sources of information, such as Afghan government sources, other donors, civil society, the media, local organizations, external evaluations/Assessments, and/or activity beneficiaries.

C.8. ADDITIONAL REQUIREMENTS

8.1 Sustainability

Sustainability must be considered at every stage of the activity design and implementation. Sustainability for this activity is dependent on a number of factors, including, but not limited to, institutional capacity, finance, operations and maintenance. All activities must be conducted in close cooperation and partnership with local counterparts to ensure their full ownership and transition, future sustainability, and growth of targeted sectors. The assistance must, whenever possible, be designed to favor long-term solutions that could be performed by or later taken over by existing Afghanistan institutions and organizations. Sustainability must focus on improving cost-recovery and helping AUWSSC capitalize on a growing urban revenue base. The Contractor may consider engaging in policy work that will help minimize the gap between public tariff rates and private sector rates, while ensuring that recovered costs support continued or expanded operations. The Contractor must support AUWSSC with developing systems, tools, and capacities that will allow them to continue to activities beyond the life of Afghan Urban Water and Sanitation. This may include considering and assessing on how to better engage the private sector in urban water and sanitation service delivery and financing arrangements. Sustainability factors must include sustainable financing solutions, long term capacity building programs, operations and maintenance considerations, among others.

8.2 Coordination

To the extent necessary, Afghan Urban Water and Sanitation must be coordinated with the Afghan government, other U.S. government projects, and other donor initiatives. Relevant Afghan government ministries include the Ministry of Urban Development and Housing, Ministry of Energy and Water, National Environmental Protection Agency, Ministry of Public Health, and the Ministry of Finance. While the U.S. government is not currently funding other urban water supply and sanitation activities, it is funding the U.S. Geological Survey to improve the collection and management of groundwater data, which may be useful in long-term scenario planning for water availability. USAID will facilitate coordination with this project, as well as any other U.S. Government-funded activities. Coordination with other international donor initiatives is critical for this activity and the Contractor will need to ensure close coordination occurs, avoid duplication of effort, and leverage other investments in the sector.

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8.3 Gender

Gender equality is a high-priority, cross-cutting theme in all of USAID’s assistance activities. The Contractor must include interventions that advance gender equality in the context of the Afghan Urban Water and Sanitation activity’s focus on providing urban water and sanitation services. The Contractor must consider ways to advance gender equality within AUWSSC, as well as ensure gender equality is integrated into decisions about water and sanitation service provision.

8.4 Environmental Compliance

The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201 and 204 (https://www.usaid.gov/who-we-are/agency-policy/series-200), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP. In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID.

No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). The IEE (OAPA-14-MAY-AFG-0039) for Afghan Urban Water and Sanitation was approved on May 5, 2014 and subsequently amended on January 24, 2017, September 25, 2017, December 27, 2017. The documents can be accessed here:


USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation. Special note should be made to Sections 3 and 5 of the original IEE and IEE Amendment 1: ‘Recommended Threshold Decisions and Mitigation Actions’ and ‘Conditions and Implementer’s Procedures’.

As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Contracting Officer’s Representative and Mission Environmental Officer shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments. Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

For grants, sub-activities or sub-contract (as applicable) under Capital Infrastructure and O&M improvements, a sub-activity environmental review with a basic EMMP is required; instructions are provided in the original IEE and IEE Amendment 1. For potable water provision, if applicable, the contractor shall prepare a Water Quality Assurance Plan (see IEE Amendment 1) to address any potential adverse impacts from water and sanitation activities and ensure that water quality standards and criteria are being met for all related activities. The contractor is expected to complete, in collaboration with COR and MEO, the Climate Risk Analysis which is provided in IEE Amendment 1 (see annex 5) to help improve climate change resilience in work plan development.

### 8.5 Construction

As Afghan Urban Water and Sanitation has a significant infrastructure objective, the activity must comply with relevant FAR clauses, and USAID’s ADS 201 Construction Risk Management guidance [https://www.usaid.gov/sites/default/files/documents/1865/201maw.pdf](https://www.usaid.gov/sites/default/files/documents/1865/201maw.pdf). The Contractor must utilize the following in planning for objective three under section 5.3;

- The Contractor must propose appropriate contract mechanisms that are consistent with U.S. best practices adjusted to local norms and standards, allocate risk appropriately, and can be reasonably understood by local construction companies.
- As construction interventions are identified under this activity, risk screening must be conducted and risk mitigation actions identified and implemented.
- As mentioned in the sustainability section (7.1), the contractor must address engagement of competent organizations with responsibility and capability to effectively manage, operate, and maintain completed construction projects.
- USAID/Afghanistan will use a separate contract with architectural and engineering (A&E) firm to monitor and oversee construction activities. Whether the contractor performs such construction directly or through an approved subcontractor, USAID must have access to all construction information in order to be able to conduct quality assurance through its third-party qualified A&E firm. This information includes but is not limited to construction schedules, operation and maintenance materials, progress payments and budgets, schedules of values, bill of quantities, and any all other information necessary to determine change orders impact on cost, cash flow, and cash forecast reports.

### 8.6 Private Sector

The private sector has played a limited formal role in urban water and sanitation service delivery. Under this activity, the Contractor must explore how to better engage the private sector in urban water and sanitation. This includes, but is not limited to, better understanding private sector water service providers’ strategies for cost-recovery, how to improve AUWSC’s ability to work with private sector entities, and explore the potential for
innovative financing arrangements.

8.7 Science, Technology and Innovation

To the extent possible, the Contractor must consider the use and application of appropriate science, technology, or innovation. These may be applied to develop alternative energy solutions to reduce electric costs, improve water efficiency, improve application of GIS, apply mobile technology, improve metering solutions, better use data, among others. It is imperative though that any introduced technology or innovation clearly consider sustainability, applicability to the local context, and capacity of the institution or staff to use and maintain.

C. 9 CONSTRAINTS

9.1 Security

Security is a major concern in Afghanistan and can be a constraint to the implementation of Afghan Urban Water and Sanitation. The security situation in Afghanistan is very dynamic and continuously changing. The Contractor must incorporate a security overview that includes how the implementation methodology has been developed to mitigate, to the extent possible, the constraints that the security situation creates. Additionally, due to the dynamic security envelope in Afghanistan, it will be incumbent upon the Contractor to ensure that U.S. Government funds are only expended in areas controlled by the Afghan government.

9.2 Political Constraints

Local stakeholders and differing political agendas of local governments may impact the ability of strategic business units and the central unit to achieve operational efficiencies, increase coverage, or invest resources appropriately.

9.3 Construction Challenges

Construction can be a challenge in Afghanistan. Restrictions on the importation of key materials, combined with inconsistent availability of quality local products can make sourcing materials or equipment difficult. The country lacks certified independent testing laboratories. Physical security, fraud, and corruption add barriers to construction completion. USAID will employ an independent third party A&E firm to conduct site inspections, design and specification reviews, quality control and assurance testing, as well as other construction management functions to ensure projects are implemented in accordance with the contract documents and the Federal Acquisition Regulation (FAR).

[END OF SECTION C]
SECTION D: PACKAGING AND MARKING

D.1 BRANDING STRATEGY

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and Sub-Contractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on Contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID’s identity is prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) The Contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the program deliverables will be branded. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

1. **Activity Name:** Afghan Urban Water and Sanitation

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

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

3. **Organizations to acknowledge:** The branding may acknowledge other organizations deemed as partners of an event or deliverable. When activities occur in coordination with other USG or non-USG partners, acknowledgement of the contribution and efforts of these organizations will be included in any relevant public or internal documentation, publications, advertising, presentations, brochures, etc.

The Contractor will have an activity-specific Branding Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements for programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety, or security concerns, or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in the Contract, the Contractor must clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID’s agent. Contract deliverables to be marked with the USAID identity must follow design guidance for
The Contractor’s branding and marking plan will be incorporated into the contract after award.

D.2 AIDAR 752.7009 – MARKING (JAN 1993)

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

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

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

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

D.3 ANTICIPATED ELEMENTS OF MARKING PLAN

In accordance with ADS 320.3.2.3, a Marking Plan must be developed by Contractors to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. As stated in ADS 320.3.2, USAID’s policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer’s trademark on a commercial item, the corporate identities or logos of Contractors or sub-Contractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual or approved in advance by the Principal Officer.

The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. Section 320.3.2.4 describes what the Marking Plan must address. Section 320.3.2.5 lists the exceptions to Marking Plan requirements.
D.4 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION & MARKING PLAN

The Contractor’s Branding Implementation Plan/Marking Plan will be reviewed and approved by USAID.

[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 http://acquisition.gov/far/index.html for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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<td>Inspection of Services-Cost-Reimbursement</td>
<td>Apr 1984</td>
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</tbody>
</table>

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs must take place at:

USAID/Afghanistan
Office of Infrastructure
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

Inspection of all deliverables required hereunder must be made by the COR. The COR listed in Section G has been delegated authority to inspect and accept all services, reports and other required deliverables. Acceptance of services, reports and other deliverables by the COR shall form the basis for payments to the Contractor.

[END OF SECTION E]
SECTION F: DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. See http://acquisition.gov/far/index.html and http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf for electronic access to the full text of a clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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<td>APR 1984</td>
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F.2 PERIOD OF PERFORMANCE

The period of performance of the contract is March 10, 2019 to March 9, 2024.

F.3 PLACE OF PERFORMANCE

The place of performance under this Contract is Afghanistan, as specified in Section C, Statement of Work.

F.4 PLANS AND REPORTS

In addition to the requirements set forth for submission of reports in Section I, and in accordance with AIDAR clause 752.242-70, Periodic Progress Reports the Contractor must submit the following plans and reports to designated recipients as described below.

A. PLANS

1) Initial Annual Work Plan

A draft First Year Work Plan must be submitted for the COR approval within 60 calendar days of contract award. The Contractor must then work with USAID COR to finalize the document within 30 calendar days of the receipt of USAID comments on the draft work plan.

2) Subsequent Annual Work Plans

Subsequent plans must be submitted no less than 30 calendar days before the beginning of the next fiscal year (August 31) and finalized by September 30th of each year.

Work Plans must be aligned to the USG fiscal year (October 1 to September 30). If there are six months or less between contract award and September 30, the First Year Work Plan will cover the period from contract award through September 30 of the following year, meaning the Plan could cover a period of up to 18 months. If there are more than six months between
contract award and September 30, the Contractor must prepare a work plan only for that period, meaning the Plan would cover a period between seven or twelve months. Similarly, during the contract’s last twelve months, if the period following the last Work Plan that covered a complete twelve month period would be six months or less, the last Work Plan must also include this remainder, meaning the contract’s last Work Plan can cover a period up to 18 months. However, if the period following the last Work Plan that covered a complete twelve month period is more than six months, the Contractor must prepare a Work Plan covering just that period, meaning it would cover a period between seven and twelve months.

The initial and subsequent Annual Work Plans must contain clear performance indicators and benchmarks against which the Contractor will report quarterly. Using a Gantt chart or similar format, annual work plans must demonstrate how proposed activities and sub-activities are timed and sequenced. The Annual Work Plan must contain a budget projection for the Work Plan period, which relates quantifiable outputs to costs estimates.

Subsequent Annual Work Plans must build upon and utilize assessment and baseline data. The Work Plan is an extremely important management tool, so timely and thorough submission is essential, as is early involvement of USAID staff in discussing the nature of the upcoming year’s activities. The Annual Work Plan process is an opportunity to re-evaluate priorities. Final selection of activities to be supported will be made jointly by the Contractor and USAID during preparation and approval of Annual Work Plans. In some cases it will be appropriate to revise the work plan because of external developments, in order to direct resources to areas of exceptional opportunity for broad impact.

3) Activity Monitoring, Evaluation, and Learning Plan (AMELP)

A draft AMELP must be submitted for the COR’s approval within sixty (60) calendar days of contract award. The AMELP is a management tool that specifies indicators, targets and methodologies to enable the Contractor and USAID to monitor the progress of activities towards achieving the stated objectives.

In compliance with USAID’s Evaluation Policy, the Contractor must ensure integrated tracking of performance indicators by developing a monitoring and evaluation plan that incorporates outputs and outcomes for each intervention. This plan must establish clear criteria and indicators for monitoring and evaluating the impact of interventions toward achieving objectives during the life of the contract and will be reported on an annual basis or updated when there are revisions to the scope of work.

The Contractor must think carefully and strategically about which indicators are appropriate within the proposed activity context and adequately reflect programmatic results. The focus of these indicators must be on the quality of measurement capacity and ability to gather requisite information. The AMELP will provide detailed methodology for how all outcome indicators and the underlying theories of change will be accurately reported based on baselines, control, and treatment data. The Contractor must include how program staff will be trained and utilized in data gathering, management and analysis in support of the monitoring and evaluation process.

The Contractor must submit an updated draft final AMELP clearly describing all performance tasks to be accomplished on a task schedule within 30 days on the completion of the assessments under Task 1. After award of the activity, the Contractor must submit
Performance Indicator Reference Sheets (PIRS) corresponding to indicators with targets for each fiscal year. The plan must identify the type and method of data collection, information source, and frequency of collection. The AMELP must include a narrative overview of the monitoring activities.

4) Environmental Mitigation and Monitoring Plan (EMMP)

In addition to the work plan, the Contractor, in collaboration with the COR and the Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all planned and ongoing interventions under this contract to determine if they are within the scope of the approved Regulation “22 CFR 216” environmental documentation.

USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities under Afghan Urban Water and Sanitation activity. This implies that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded. Special note should be made to Sections 3 and 5 of the original IEE and IEE Amendment 1: ‘Recommended Threshold Decisions and Mitigation Actions’ and ‘Conditions and Implementer’s Procedures’.

The EMMP must be submitted to the COR for USAID review and approval within 60 calendar days of the effective date of the contract. The EMMP will be reviewed annually and updates will be made as appropriate, as new interventions are added and better defined, such as those under Task 4. If the Contractor plans any new interventions outside the scope of the approved Regulation “22 CFR 216” environmental documentation, the Contractor must prepare an amendment to the documentation for USAID review and approval. No such new interventions will be undertaken prior to receiving written USAID approval of environmental documentation amendments. Any ongoing interventions found to be outside the scope of the approved Regulation “22 CFR 216” environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID (see Section J, Attachment J.2 - Initial Environmental Examination (IEE)).

5) Demobilization and Closeout Plan

The Contractor must submit a Demobilization and Closeout Plan (administration, information, finance, procurement and management) to the CO with a copy to the COR for approval at least 90 calendar days before the end of the contract. The plan must include 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 plan such as:

- Dates for final delivery of all goods and services;
- A property disposition plan for sub-Contractors;
- Review of subcontract files for audit purposes and final billing;
- A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, health insurance, outstanding travel, social payments, household shipments, severance for local staff (if appropriate), vehicle leases, phone subscriptions; and
- Report on compliance with all local labor laws and tax clearances.
USAID will approve or disapprove the proposed plan in writing, at least 60 days prior to the completion of the Contract. However, regardless of any prior approval of all or portions of the proposed disposition plan for assets, USAID reserves the right to direct or redirect such disposition plan.

6) Branding Implementation Plan (BIP) and Marking Plan (MP)

The Contractor must submit a Final Branding Implementation and Marking Plan within 30 calendar days after contract execution (see Section D for details).

B. REPORTS

1) Quarterly Performance and Financial Reports

   a. Quarterly Performance Reports

   The main purpose of the quarterly report is to discuss progress towards the indicators and results in the Activity Monitoring, Evaluation, and Learning Plan (AMELP) and annual work plan and how the contract objectives have been achieved that quarter. These reports must discuss progress made during the previous quarter, problems encountered when not routine, successes, and good practices. The Contractor must submit reports on a quarterly basis, which must be submitted within 30 calendar days after the end of each fiscal quarter. The Contractor must use a clear, logical format for progress reports.

   The Contractor will not have to submit a report for the first USG fiscal quarter after contract award if there are less than two months before the end of that quarter. For example, if the contract is awarded on November 5, the Contractor would not have to submit a report by January 15. If the contract is awarded on October 13, the Contractor would have to submit a report by January 15.

   Quarterly performance reports must include at least one USAID-approved Success Story in the approved USAID format. Quarterly performance reports may be submitted to GIRoA authorities at the provincial and district level and be used for briefing Governors and sub-national GIRoA representatives.

   Quarterly GIS and Activity Location data must be entered into Afghan Info (see Section H.21). The fourth (4th) quarterly performance report can be combined with the Annual Performance Report.

   b. Quarterly Financial Reports

   The report must be submitted to the COR in conjunction with the Quarterly Progress Report. The report must have a financial summary page that lists the amounts expended for the quarter by major cost item, showing cumulative expenditures to date, and a variance analysis. The variance analysis must use the detailed budget in the cost proposal submitted for the contract award, as the baseline budget plan, and, as requested, must be able to explain significant actual expenditure variance in relation to the detailed baseline. The contractor must include a brief note on any significant or accrued expenditures for the quarter that have not yet been billed to the contract, along with the specific amount involved, to enable the COR to accurately track the expenditure rate.
2) Annual Performance Reports

Based on the AMELP, and as part of USAID’s performance review and annual reporting process, the Contractor must submit annual performance progress reports, describing major program updates towards achieving expected results, success stories, any problems encountered, and plans for the next twelve months. Performance Progress Reports must consist of both narrative and quantitative sections (indicator tables). Reports will follow the format of the quarterly reports, but will provide a deeper analysis of progress to date than quarterly reports, reasons for not meeting targets, and a summary of major achievements for the period covered by the report. Annual reports must make explicit reference to achievements made during the fourth quarter as well as cover highlights and other important project information from the preceding twelve month performance period.

The Annual performance report is due 30 calendar days following the end of the reporting period, which follows the USG fiscal year. If the contract’s effective date falls between October 1 and March 31, then the first annual report must cover the period from the effective date until September 30, meaning a period between seven and twelve months. Subsequent plans must cover the period of the USG fiscal year. The contract’s last incomplete 12 month period will be covered as part of the Final Report and no additional Annual Report is required.

If the contract’s effective date falls between April 1 and September 30, then the first Annual Report must cover the period from the effective date until September 30 of the following year, i.e. the period of the report would be between 13 and 18 months. Subsequent plans must cover the period of the USG fiscal year. In the last year of the project, if there are less than 12 months remaining, no Annual performance Report is required. The contract’s last incomplete 12 month period will be covered as part of the Final Report.

3) Property Report

The contractor must submit an annual report on all non-expendable property in a form and manner acceptable to USAID. The report is due 30 calendar days following the end of the USG FY (see AIDAR 752.245-70).

In the final year of the project, 6 months prior to the end of the contract, an inventory schedule and recommendation for property disposition must be submitted to the CO and COR.

4) Final Report

The Contractor must prepare and submit one draft electronic version (as a single MS Word file) of the Contract Completion Report to the COR which summarizes the accomplishments of this contract, methods of work used, recommendations regarding unfinished work and/or activity continuation, and the financial status of the contract. The Final Report will include, but not be limited to:

(a) Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
(b) Discussion of the steps taken to ensure that objectives and results will remain after the termination of the activity, including steps taken to ensure sustainability of any businesses established during the program.
(c) Clearly show how the contract objectives have been accomplished or not and why.
(d) Discussion of problems encountered and where objectives were not achieved.
(e) Lessons learned.
(f) Suggestions concerning desirable future and follow-on projects, if any.
(g) Description of all municipal entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations which whom the Contractor worked with and an evaluation of their strengths and weaknesses.
(h) Index of all reports and information products produced under this contract. Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC).
(i) Analyze baseline data versus the final results.
(j) Financial report showing, by line item, the amounts expended.

5) Special Reports

i. Short-Term Technical Assistance/Consultant Reports

Upon completion of the services of each short-term technical assistance (STTA) or independent consultant, the Contractor must submit a report to the COR summarizing the activities, accomplishments and recommendations of the assignment. Reports must clearly show the relevance and linkage of the STTA/consultant’s activities to the overarching goals of the activity.

ii. Serious Incident Reports (See Section H.10)

iii. GIS and Activity Location Data (See Section F.4.B (1)(a) & Section H.21).
The report must be submitted as part of the Quarterly Performance Reports.

iv. Dataset Reports to DDL (Section H.20)
The data elements must be submitted at least quarterly throughout the entire life of the award.

C. REPORTING AND PLAN MATRIX

Following is a summary of the list of the required reports specified in the contract that must be submitted electronically to the Approver identified herein (see table below) by the established due dates. Unless otherwise determined, USAID will either accept the document or return it with comments within 20 business days; lack of a response by USAID after 20 business days does not imply acceptance.
<table>
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<tr>
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<th>Type of Plan</th>
<th>Due Date</th>
<th>Approver</th>
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<td>1</td>
<td>Initial Annual Work Plan</td>
<td><strong>Draft</strong>: Within 60 calendar days from contract award</td>
<td>COR</td>
<td>Section F.4.A(1)</td>
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<td><strong>Final</strong>: Within 30 calendar days after USAID’s comments are received on the draft plan</td>
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<td>2</td>
<td>Subsequent Annual Work Plans</td>
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<td><strong>Final</strong>: Draft: within 30 calendar days after completion of the assessments under Task 1</td>
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<td>Within 30 calendar days after the end of the fiscal year, or whenever there is a revision to the Scope of Work, whichever occurs early</td>
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<td>3</td>
<td>Subsequent AMELP(s)</td>
<td>Within 30 calendar days from contract award. USAID’s comments, revisions must be addressed within 30 calendar days after USAID’s comments are received</td>
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<td>Environmental Mitigation &amp; Monitoring Plan (EMMP)</td>
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<td>COR</td>
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<td>Demobilization &amp; closeout Plan</td>
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<td>6</td>
<td>Final Branding Implementation Plan and Marking Plan</td>
<td>Within 30 calendar days after contract execution</td>
<td>COR</td>
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<td>1(a)</td>
<td>Quarterly Performance Reports</td>
<td>Within 30 calendar days after the end of each USAID fiscal quarter. The Q4 report can be combined with the Annual Report.</td>
<td>COR</td>
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<td>1(b)</td>
<td>Quarterly Financial Reports</td>
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<tr>
<td>2</td>
<td>Annual Performance Reports</td>
<td>Within 30 calendar days of the end of each USAID fiscal year. The last Annual Report will be combined into the Final Report.</td>
<td>COR</td>
<td>Section F.4.B (2)</td>
</tr>
<tr>
<td>3</td>
<td>Property Report</td>
<td><strong>Annual:</strong> Within 30 calendar days after the end of each USAID fiscal year.</td>
<td>CO &amp; COR</td>
<td>Section F.4.B(3), and AIDAR 752.245-70 &amp;71</td>
</tr>
<tr>
<td>4</td>
<td>Final Report</td>
<td><strong>Draft:</strong> Due 60 days prior to the end of the contract. COR to provide comments within 2 weeks. <strong>Final:</strong> Minimum of 30 calendar days before contract completion date.</td>
<td>COR</td>
<td>Section F.4.B (3)</td>
</tr>
<tr>
<td>5(i)</td>
<td>STTA/Consultant Reports</td>
<td>Within 15 calendar days after completion of assignment</td>
<td>COR</td>
<td>Section F.4.B (5)(i)</td>
</tr>
<tr>
<td>5(ii)</td>
<td>Serious Incident Reports (SIRs)</td>
<td><strong>Initial:</strong> Within 24 hours upon occurrence</td>
<td>PLSO, CO &amp; COR</td>
<td>Section F.4.B (5)(iii) &amp; Section H.11</td>
</tr>
<tr>
<td>5(iii)</td>
<td>GIS and Activity Location Data</td>
<td>Must be submitted as part of the Quarterly Performance Reports</td>
<td>COR</td>
<td>Section F.4.B(1)(i) &amp; Section H.21</td>
</tr>
<tr>
<td>5(iv)</td>
<td>Submission of Datasets</td>
<td><strong>Initial</strong>: 30 calendar days after the dataset has first been used</td>
<td>DDL &amp; COR</td>
<td>Section H.21</td>
</tr>
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<td></td>
<td><strong>Final</strong>: Within 30 calendar days after contract completion</td>
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</tbody>
</table>

a) The cover page of all reports must include the USAID identity (U.S. Agency for International Development/Afghanistan or USAID/Afghanistan) prominently displayed, the contract number, Contractor name, name of the USAID activity office (Office of Infrastructure), the publication or issuance date of the document, document title, author name(s), activity number, and activity title. Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/internet number of the person submitting the materials.

b) Hard copy reports must be prepared on non-glossy paper (preferable recycled and white or off-white) using black prints. Elaborate art work, multi-color printing, and expensive binding are not to be used. Whenever possible, pages must be printed on both sides.

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

1. Operating system format, e.g. Windows or Macintosh compatible;
2. The format for any graphic and/or image files included, e.g., TIFF-compatible;
3. Any other necessary information, e.g.; special backup or data compression routines/software used for storing/retrieving submitted data; and

d) All PDF files that are submitted must be unlocked.

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## F.5 DELIVERABLES, DELIVERY AND FIXED FEE SCHEDULE

<table>
<thead>
<tr>
<th>DELIVERABLE #</th>
<th>Description of Deliverable</th>
<th>Due Date</th>
<th>% of Fee</th>
<th>Fixed Fee (US$)</th>
<th>Verification Method by USAID</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Task 1</strong></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>1.1</td>
<td>Inception workshop</td>
<td>45 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Workshop Report</td>
</tr>
<tr>
<td></td>
<td>Baseline assessment of AUWSSC HQ</td>
<td>90 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of AUWSSC Baseline Report</td>
</tr>
<tr>
<td>1.2</td>
<td>Baseline assessment of six AUWSSC SBUs (6 reports)</td>
<td>90 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Assessment Report</td>
</tr>
<tr>
<td>1.3</td>
<td>Capacity building plan</td>
<td>180 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Capacity Building Plan</td>
</tr>
<tr>
<td>1.4</td>
<td>Sustainability plan</td>
<td>180 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Sustainability Plan</td>
</tr>
<tr>
<td>1.5</td>
<td>Baseline assessment of sanitation in six cities (6 reports)</td>
<td>90 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of SBUs Baseline Report</td>
</tr>
<tr>
<td>1.6</td>
<td>Urban Sanitation Report on Existing Data, Gaps, and Recommended Task 3 Studies</td>
<td>90 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Urban Sanitation Report</td>
</tr>
<tr>
<td><strong>Total</strong></td>
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<tr>
<td><strong>Task 2</strong></td>
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</tr>
<tr>
<td>2.1</td>
<td>Initial roundtable discussion</td>
<td>180 days after award</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Roundtable Report</td>
</tr>
<tr>
<td>2.2</td>
<td>SBU Business plans (includes capital investment plan) submitted for AUWSSC BOD approval (6 plans)</td>
<td>Y2 Q2 – Y4 Q4</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of SBU business plans and submittal to the AUWSSC BOD</td>
</tr>
<tr>
<td>2.3</td>
<td>Performance benchmarking system</td>
<td>Y1 Q4</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Report on performance benchmarking system</td>
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<tr>
<td>2.4</td>
<td>Community of practice</td>
<td>Y2 Q2</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Report on community of practice</td>
</tr>
<tr>
<td>2.5</td>
<td>Shared information system and platform</td>
<td>Y2 Q2</td>
<td>[ ]</td>
<td>[ ]</td>
<td>USAID Review and Approval of Report on how the shared information and platform was developed and is being utilized</td>
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<tr>
<td><strong>Total</strong></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DELIVERABLE #</td>
<td>Description of Deliverable</td>
<td>Due Date</td>
<td>% of Fee</td>
<td>Fixed Fee (US$)</td>
<td>Verification Method by USAID</td>
</tr>
<tr>
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<td>-----------------------------------------------------------------------------------------</td>
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<tr>
<td>Task 3</td>
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<td></td>
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</tr>
<tr>
<td>3.1</td>
<td>Sanitation Related Data and Analysis (5 reports)</td>
<td>Y2 Q2</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Reports</td>
</tr>
<tr>
<td>3.2</td>
<td>City sanitation plans submitted for MUDH/AUWSSC/Municipality</td>
<td>Y2 Q4 (2 plans), Y3 Q4 (1 plan), Y4 Q4 (2 plans)</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Plans</td>
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<tr>
<td>3.3</td>
<td>Shared Information system and platform</td>
<td>Y2 Q2</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Report on how the shared information and platform was developed and is being utilized</td>
</tr>
<tr>
<td>Total</td>
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**TOTAL CLINs 0001 & 0002 Fee**

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<tr>
<th>Task 4</th>
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<tbody>
<tr>
<td>4.1</td>
<td>On completion of 50% design</td>
<td>Y2 Q2 – Y4 Q4</td>
<td></td>
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<td>USAID Review and Approval of Designs</td>
</tr>
<tr>
<td>4.1</td>
<td>On completion of 100% design</td>
<td>Y2 Q2 – Y5 Q1</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Designs</td>
</tr>
<tr>
<td>4.1</td>
<td>On completion of tender documents</td>
<td>Y2 Q2 – Y5 Q1</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Tender Documents</td>
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<tr>
<td>4.1</td>
<td>Selection of subcontractor/vendor</td>
<td>Y2 Q2 – Y5 Q1</td>
<td></td>
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<td>USAID Review and Approval of Source Selection Documentation</td>
</tr>
<tr>
<td>4.1</td>
<td>50% completion of construction</td>
<td>Y2 Q2 – Y5 Q2</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Site Inspection and Progress Reports</td>
</tr>
<tr>
<td>4.1</td>
<td>100% construction completion</td>
<td>Y2 Q2 – Y5 Q4</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Site Inspection and Completion Reports</td>
</tr>
<tr>
<td>4.1</td>
<td>Asset transfer/commissioning</td>
<td>Y2 Q2 – Y5 Q4</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Asset Transfer/Commissioning Reports</td>
</tr>
<tr>
<td>4.2</td>
<td>O&amp;M plan completed and adopted</td>
<td>Y2 Q2 – Y5 Q4</td>
<td></td>
<td></td>
<td>USAID Review and Approval of O&amp;M Implementation Report</td>
</tr>
<tr>
<td>4.3</td>
<td>Q&amp;A developed and adopted</td>
<td>Y2 Q2 – Y5 Q4</td>
<td></td>
<td></td>
<td>USAID Review and Approval of Q&amp;A Implementation Report</td>
</tr>
</tbody>
</table>

**TOTAL CLINs 0003 & 0004 Fee**

**TOTAL Fee**
F.6 LANGUAGE OF REPORTS AND OTHER OUTPUTS

All reports and other outputs must be in the English language, unless otherwise specified by the COR. See AIDAR 752.211-70 “Language and Measurement (June 1992),” incorporated by reference into this contract in Section I. Any supplements presented in a language other than English must be accompanied by a certified translation. The Contractor, upon request, may be asked to provide reports or work products in either Dari or Pashto, as applicable.

F.7 KEY PERSONNEL AND QUALIFICATIONS

Key personnel are defined as those personnel directly responsible for management of the contract, or those personnel whose professional and technical skills are essential for the successful implementation of the activity. The Key personnel are not limited to expatriates or U.S. citizens. USAID seeks to emphasize its support for capacity building and professional development of Afghan staff, and the Contractor is encouraged to maximize use of local experts in key positions over the life of the activity and seek meaningful gender balance in its overall staffing.

The key personnel that the Contractor must furnish for the performance of this Contract are as follows:

1. Chief of Party
2. Deputy Chief of Party
3. Finance & Operations Director
4. Construction Team Leader

Prior to replacing any of the specified individuals, the Contractor must notify both the Contracting Officer and COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the activity. No replacement of key personnel must be made by the Contractor without the written consent of the Contracting Officer. The Contracting Officer will approve the Key Personnel.

1. Chief of Party (COP)

(a) Position Description
The COP will provide overall management, technical direction and administrative oversight for the project. S/he will ensure that results, quality standards and schedules are met on time and within budget. S/he will have direct oversight over Task 1 assessments. The COP will oversee the finance and operations, contracts and compliance, and monitoring and evaluation for the project. S/he will coordinate closely with USAID and GiRoA in developing, implementing and reporting on the project S/he will ensure that project results are accurately and transparently captured and communicated at all levels. The COP will serve as the principal liaison to USAID and will ensure effective coordination with relevant GiRoA stakeholders and other donors/donor-funded projects.
(b) Qualifications

- Five years of experience as COP on USAID-funded project related to water supply and sanitation, engineering, and/or urban service delivery.
- At least ten years of progressively responsible international development experience in managing and implementing large, complex, donor-funded technical assistance projects in transitional or post-conflict countries. Prior experience and work in Afghanistan is a plus.
- Fifteen years of relevant working experience in WASH, engineering, urban service delivery and/or other related technical area.
- Ability to effectively negotiate and collaborate with host government officials, local organizations, and partners and coordinate with a variety of USG entities, including other programs.
- Ability to manage large and complex contracts, manage internal controls, effectively monitor project progress and the achievement of results, meet all contract deadlines and reporting requirements.
- Fluency in English (speaking, reading, and writing).
- Bachelor’s degree in water management, engineering, or related subject required.
- Master’s degree preferred. Bachelor’s degree plus 15 years of relevant work experience may be substituted in lieu of Master’s degree.

2. Deputy Chief of Party (DCOP)

(a) Position Description
The DCOP will work with the COP to provide technical management, leadership, and oversight to the project. Specifically s/he will manage the technical implementation of the project, supervising all Task team leaders and ensuring adherence to work plan and quality of deliverables. S/he will be the principal liaison with Afghan government counterparts including with AUWSSC, MUDH, MEW, NEPA, and the six target municipalities. S/he will ensure that gender is integrated across all Tasks and in implementing infrastructure and equipment improvements. S/he will directly manage Task 3 activities, including subcontract management. S/he will works with Team Leaders to ensure that gender is integrated in all Tasks. The DCOP will serve as the acting COP in the absence of the COP.

(b) Qualifications
- Ten years of relevant working experience in the specific area of professional expertise.
- Five years of progressively responsible experience in leading and providing technical, administrative, and management oversight of large and complex water and/or utility development projects.
- Demonstrated understanding of the Afghan ministries involved in all aspects municipal planning for water and sanitation infrastructure.
- Demonstrated ability to work collaboratively in a cross-cultural environment with other implementers and teams carrying out donor-funded programs, including activities in different sectors.
- Fluency in English (speaking, reading, and writing) required; ability to communicate in both Dari and Pashto preferred.
- Afghan national preferred.
- Bachelor’s degree in planning, water management, engineering, or related subject required.
- Master’s degree preferred. Bachelor’s degree plus 15 years of relevant work experience may be substituted in lieu of Master’s degree.

3. **Finance and Operations Director**

   (a) **Position Description**
   The Finance and Operations Director will be responsible for overall the management and administration of the contract on areas such as procurement/subcontracting, human resources, reporting and financial administration. S/he will oversee the establishment and maintenance of accounting, HR, procurement and IT systems in accordance with AECOM policies and procedures and USAID and GIRoA rules and regulations. S/he will lead financial reporting and expenditure forecasting for both USAID and AECOM.

   (b) **Qualifications**
   - 10+ years of experience with contract administrative compliance, finance and/or procurement for donor-funded development projects; 5+ years of progressively responsible supervisory experience, including direct supervision and performance evaluation of professional and support staff.
   - Deep understanding of policies and regulations related to USAID project accounting, procurement, and reporting requirements, including the FAR, AIDAR and other applicable regulations and directives.
   - Demonstrated high level organizational, communication, financial management, and negotiation skills.
   - Proficiency in Excel and Quicken.
   - Fluency in English (speaking, reading, and writing) required; ability to communicate in both Dari and Pashto preferred.
   - Afghan national preferred.
   - Bachelor’s degree in business administration, accounting, or other relevant field required.

4. **Construction Team Leader**

   (a) **Position Description**
   The Construction Team Leader will oversee design, engineering, and construction activities for water and sanitation infrastructure, including managing a small team of construction and quality assurance (QA) specialists. S/he will manage the construction services and equipment procurement mechanism, including formulation of technical specifications, bid package preparation and bid evaluation, and will coordinate with selected local contractors and suppliers to ensure work is completed as specified, on time, and within budget. S/he will be responsible for adapting existing AECOM construction management manuals and procedures for AUWS application and establishing overall QA process and guidelines in accordance with AECOM policies and procedures. S/he will identify and resolve areas of potential construction delay or conflict, monitor schedule and resources and provide construction quality assurance and control oversight. S/he will ensure gender considerations are integrated in all design, engineering, and construction activities.
(b) Qualifications
- Minimum of ten years of experience having a leadership position in construction management for large infrastructure programs, including water and sanitation.
- Minimum of five years of experience in senior management role on USAID construction and/or infrastructure project.
- Proven experience in USAID budget management, formulating scopes of work, and proposal evaluation, and contract management.
- Fluency in English (speaking, reading, and writing) required; ability to communicate in both Dari and Pashto preferred.
- Afghan national preferred.
- Bachelor’s degree in engineering or related field required.

F.8 OTHER PERSONNEL

As needed, the Contractor may require broad ranges of other technical expertise to carry out the multiple components of this activity. The activity must engage the services of expert local (preferred) or expatriate (U.S. or TCN) technical advisors on a long- or short-term basis to provide expertise in areas not possessed by other staff including sub-Contractors. Such advisors must have high technical and professional qualifications and their use in each case must be appropriate based on their professional qualifications and experience.

F.9 AIDAR 752.7005 – SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (SEP 2013)

(a) Contract Reports and Information/Intellectual Products.

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

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

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

(A) Time-sensitive materials such as newsletters, brochures or bulletins.
(B) The Contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.
(2) Within thirty (30) calendar days after completion of the contract, the Contractor must submit to the DEC any reports that have not been previously submitted and an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

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

(1) Standards.

(i) Material must not include financially sensitive information or personally identifiable information (PII) such as social security numbers, home addresses and dates of birth. Such information must be removed prior to submission.
(ii) All submissions must conform to current USAID branding requirements.
(iii) Contract reports and information/intellectual products can be submitted in either electronic (preferred) or paper form. Electronic documentation must comply with Section 508 of the Rehabilitation Act of 1973.
(iv) The electronic submissions must consist of only one electronic file, which comprises the complete and final equivalent of the paper copy.
(v) Electronic documents must be in one of the National Archives and Records Administration (NARA)-approved formats as described in NARA guidelines related to the transfer of permanent E-records. (See https://www.archives.gov/records-mgmt/initiatives/transfer-to-nara.html).

(2) Essential bibliographic information

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

F.10 PERFORMANCE STANDARDS

Evaluation of the contractor's overall performance 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 Contract. The COR and Contracting Officer will undertake periodic evaluations of the Contract to discern their level of satisfaction with services rendered under this contract. The following general performance standards must form the basis of the evaluation for the Contractor Performance Assessment Report (CPAR):
1. Quality of Product and Service
The contractor’s conformance to contract requirements, specifications, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards) will be evaluated. Examples include:
   a) Are reports/data accurate?
   b) Does the product or service provided meet the specifications of the contract/order?
   c) Does the contractor’s work measure up to commonly accepted technical or professional standards?
   d) What degree of Government technical direction was required to solve problems that arise during performance?

2. Schedule
The contractor’s timeliness against the completion of the contract, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance) will be evaluated. Examples include:
   a) Did the contractor adequately schedule the work?
   b) Has the contractor met administrative milestone dates?
   c) Has the contractor met physical milestone dates specified by contract or agreed to in the activity schedule?
   d) If the schedule has slipped through the contractor’s fault or negligence, has the contractor taken appropriate corrective action of his own volition?
   e) Has the contractor furnished all required deliverables on or ahead of schedule?
   f) Has the contractor furnished updated activity schedules on a timely basis?

3. Cost Control/Effectiveness
The contractor’s effectiveness in forecasting, managing, and controlling Contract cost will be evaluated. Examples include:
   a) Does the contractor keep within the total estimated cost (what is the relationship of the negotiated costs and budgeted costs to actuals)?
   b) Did the contractor do anything innovative that resulted in cost savings?
   c) Were billings current, accurate and complete?
   d) Are the contractor’s budgetary internal controls adequate?

4. Management
The contractor’s performance in customer satisfaction/business relations, management of subcontracts and management of key personnel will be evaluated. Examples include:
   a) Was the interaction between the contractor and the government satisfactory?
   b) Did the contractor make timely awards to subcontractors and how was the management of subcontractors?
   c) How well did the contractor match the qualifications of the key position, as described in the contract/order, with the person who filled the key position?
   d) Did the contractor support key personnel so they were able to work effectively?
   e) If a key person did not perform well, what action was taken by the contractor to correct this?
   f) If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract/order schedule?
g) Did management comply with auditors and audit requirements in having documentation readily available?

5. Regulatory Compliance
The Contractor’s compliance with all terms and conditions in the contract/order relating to applicable regulations and codes will be evaluated. Examples include:
   a) Has the contractor complied with all contract clause requirements?
   b) Has the contractor complied with the reporting requirements of the contract?
   c) Has the contractor complied with the quality assurance surveillance plan?
   d) Has the contractor complied with specifications or other contractual requirements in the contract such as Federal Awardee Performance and Integrity Information System (FAPIIS) reporting, CAS reporting, safety requirements, environmental reporting, and standard and unique contract requirements specific to that contract?

[END OF SECTION F]
SECTION G: CONTRACT 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 must 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:

<table>
<thead>
<tr>
<th>LINE ITEM</th>
<th>DESCRIPTION</th>
<th>AMT. VOUCHERED TO DATE</th>
<th>AMT. VOUCHERED THIS PERIOD</th>
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<tbody>
<tr>
<td>0001</td>
<td>Product/Service Desc. for Line Item 0001</td>
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<td>$XXXX.XX</td>
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<tr>
<td>0002</td>
<td>Product/Service Desc. for Line Item 0002</td>
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<td>$XXXX.XX</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$XXXX.XX</strong></td>
<td><strong>$XXXX.XX</strong></td>
</tr>
</tbody>
</table>

2. The fiscal report must 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 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 (as applicable). The written instructions will include accounting, vouchering, and reporting procedures. A copy of the instructions must 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 must be preserved and made available as part of the Contractor’s records which are required to be presented and made available by FAR clause 52.215-2 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 (OAA).

G.3 CONTRACTING OFFICER’S AUTHORITY

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

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

[Space intentionally left blank]
George K. Boateng, Contracting Officer  
USAID/Afghanistan  
Office of Acquisition and Assistance (OAA)

**Physical Address:**  
U.S. Embassy  
West Compound  
Great Massoud Road  
Kabul, Afghanistan

**U.S. Address:**  
Office of Acquisition & Assistance (OAA)  
USAID/Afghanistan  
6180 Kabul Place  
Dulles, VA 20189-6180

### G.4 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The Contracting Officer’s Representative (COR) is Hasina Ibrahimkhail. The COR is located at:

**Physical Address:**  
USAID/Afghanistan  
Office of Infrastructure (OI)  
U.S. Embassy  
West Compound  
Great Massoud Road  
Kabul, Afghanistan

**U.S. Address:**  
Office of Infrastructure (OI)  
USAID, Afghanistan  
6180 Kabul Place,  
Dulles, VA 20189-6180

### G.5 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 Performance Work Statement 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 must 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 Level of Effort (LOE). All contractual agreements, commitments, or modifications which involve costs, 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 must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: Performance Work Statement, cost, quantity, technical specifications, delivery schedule, 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 (JAN 2017), waives the Contractor's right to any claims for equitable adjustments.

F. In case of conflict between this contract and the COR designation letter, the contract prevails.

G.6 PAYING OFFICE AND SUBMISSION OF INVOICES

The paying office for this contract is:

Office of Financial Management
USAID/Afghanistan
6180 Kabul Place
Washington, DC 20521-6180
Email: kabulaidevouchers@usaid.gov

The Contractor may submit vouchers for payment monthly or bi-monthly. The Contractor may invoice for costs incurred at the time of invoice.

The method of transmission of invoices is through electronic medium at the following address: kabulaidevouchers@usaid.gov. Subject line must read Award No. and name of contractor. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format.

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 must track the use of these multiple financial resources and
performance measures associated with these funds. All vouchers must clearly mark the source of funds. Prior year funds must be disbursed first.

G.7 ACCOUNTING AND APPROPRIATION DATA

REQ-306-18-000044

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G.8 CONTRACTOR’S PRIMARY POINT OF CONTACT

The Contractor’s primary point of contact for this award is:

Name: Torge Gerlach
Title: President
Telephone number: 1.703.465.5862
Email address: torge.gerlach@aecom.com

[END OF SECTION G]
PART II – CLAUSES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935.

H.2 CONSENT TO SUBCONTRACTS (DECEMBER 2016)

(a) In accordance with FAR 52.244-2, Subcontracts, Contracting Officer’s consent has been provided to award subcontracts as proposed in the contractor’s proposal which resulted in the award of this contract to the following firms for the services or supplies specified in the prime contractor’s proposal:

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>Services/Supplies</th>
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(b) The Contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed here. In order for the Contractor to receive consent to subcontract; it must address each of the elements in FAR 44.202-2 for each subcontractor. If the Contractor chooses not to request consent to subcontract at the time of proposal submission, it still must identify all subcontractors and lower tier subcontractors proposed to perform work under the contract.

[Space intentionally left blank]
H.3 USAID/AFGHANISTAN RIGHT TO PROCURE FROM OTHER SOURCES (AUGUST 2016)

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other entities outside of this contract to develop and/or implement activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved contract.

H.4 USAID/AFGHANISTAN MAXIMIZING USE OF LOCAL ENTITIES (AUGUST 2016)

The Contractor will channel most of the program implementation costs toward Host Country implementers for the carrying out of activities under the contract. In keeping with the principles of designing a program for local entities, and where the Contractor determines that program content and efficiency of implementation will be beneficial, the Contractor is strongly encouraged to sub-contract with local NGOs, and local firms in the implementation of the program.

H.5 USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)

A. Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all awards. The Implementing Partner must not allow lower-tier sub-awards without the express written approval of the Contracting Officer.

B. Definitions: The term "award" in this clause refers to the direct award between USAID and the Implementing Partner (IP). A "first-tier sub-award" is a direct award between the IP 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. IP's must ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. IP's must 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 IP must promptly request approval in writing from the Contracting 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. An IP’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. 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 will 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 award.

G. Unless an exception is provided per section D. above. The IP will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The IP is responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub awardees.

H.6 ADS 302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (JULY 2014)

(a) Applicability. This provision applies to:

(i) Contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), as amended by Text highlighted in yellow indicates that the material is new or substantively revised. 11 Section 7028 of Public Law 113-76, the Consolidated Appropriations Act, 2014, also known as "Local Competition Authority"; and

(ii) Contracts awarded to local entities (as defined in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70 Impairment of foreign aid programs.

(b) By submission of an offer and execution of a contract, the Contractor agrees that in performance of the contract for—
(1) Services (except construction), at least fifty (50) percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.

(2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction, the prime/local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(c) By submission of an offer and execution of a contract, the Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that:

(1) Is legally organized under the laws of;

(2) Has as its principal place of business or operations in;

(3) Is majority owned by individuals who are citizens or lawful permanent residents of; and

(4) Is managed by a governing body the majority of who are citizens or lawful permanent residents of the country in which this contract will be primarily performed.

(d) For purposes of this clause, “majority owned” and “managed by” include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

H.7 USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016)

The Implementing Partner must provide a redacted version of the award within 30 days of the effective date and direct the request and redacted copy via e-mail to kblaidoaacompliance@usaid.gov or the award will be posted without alteration on the USAID/Afghanistan website.

H.8 USAID/AFGHANISTAN VETTING REQUIREMENT (APRIL 2016)

The Implementing Partner (IP) must comply with USAID/Afghanistan’s Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting).

A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S Party Vetting) the IP must complete and submit a "USAID Information Form" for:

a. Itself, if it is a non-U. S. entity;

b. Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued cumulatively at $25,000 or more, that is a non-U.S. entity; or
c. Each key individual that is a non-U.S. entity.

B. For purposes of this requirement, the following definitions apply:

a. "Non-U.S. entity” means:

i. any non-US citizen or non-permanent legal resident of the United States: or

ii. 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.

b. "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):

a) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);

b) the program manager or chief of party for the USAID-financed program: and
c) any other person with significant responsibilities for administration of USAID financed activities or resources.

C. The requirements of paragraph A. of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:

a. Once a year; or

b. 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 implementing partner to terminate the sub-award.
H.9 USAID/AFGHANISTAN 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) (AUGUST 2016)

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.10 USAID/AFGHANISTAN SERIOUS INCIDENT REPORTING (SIR) (AUGUST 2016)

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

A serious incident is defined (but not limited to) the following incidents affecting an employee or the implementation of activities paid for with U.S. Government funding regardless of the funding source and tier of the organization:

1. Arrest – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. Complex Attack – An attack using multiple means of engagement such as a Improvised Explosive Device (IED) followed by small arms fire

3. Demonstration – An organized act of protest against legitimate operations that results in violence or the threat of violence

4. Harassment – Interference in legitimate operations by ANSF, RS, or local civilian forces

5. Indirect Fire (IDF) – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)

6. Improvised Explosive Device (IED) – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)

7. Capture - Illegal or hostile detention by insurgents or criminals for any length of time
   a. Abduction: the act of taking someone away by force or fraud
   b. Kidnapping: the abduction of a person by force or fraud for use as a hostage
   c. Hostage: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.

8. Land Mine – A manufactured anti-personnel or anti-vehicle mine.

9. Motor Vehicle Accident (MVA) – An airplane, motorcycle, car, or truck crash which results in injury or damage.


11. Small Arms Fire (SAF) – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)

12. Threat – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.

13. Other – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

INITIAL NOTIFICATION: Implementing partners must provide initial notification by email or telephone to the USAID Partner Liaison Security Officer (PLSO), the Contracting Officer, and the Contracting Officer’s Representative (COR) for accountability purposes of any serious incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. The email address for the PLSO is KabulAIDSSO@usaid.gov and/or KabulAIDSSO@state.gov and the telephone number is +1 (301) 490-1042 Ext. 3342 or Ext. 3115. A point of contact (POC) for the prime implementing partner must be provided to the PLSO and COR in order for USAID personnel to follow up on the security incident details. Additionally, if a serious incident which involves an employee
wounded in action (WIA) who later succumbs of the wound(s), the implementing partner shall provide the same notification within 24 hours of the death of the individual.

SERIOUS INCIDENT REPORT: Additionally, within 24 hours, the implementing partner must submit an initial Serious Incident Report (SIR) documenting the incident in detail to the USAID PLSO using the form provided. The SIR must include, at a minimum, the award number, the name of the company, location where the incident occurred (Latitude/Longitude, GPS or MGRS coordinates, location name, etc.), time when the incident occurred, a brief description of the events of the incident, details about any known casualties, country of origin of all involved and a point of contact for the USAID PLSO to request further information as needed. Each SIR must be completed as thoroughly as possible and sent to KabulAIDSSO@usaid.gov and/or KabulAIDSSO@state.gov. The prime implementing partner must concurrently send a notice to the USAID COR and the Contracting Officer that a SIR has been submitted to PLSO.

Following the conclusion or solution of the reported incident, a Final Serious Incident Report should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

H.11 USAID/AFGHANISTAN SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JANUARY 2016)

The Implementing Partner (IP) must enroll all American citizens traveling to Afghanistan in STEP at www.travel.state.gov. Information provided must be accurate and up-to-date and is applicable to both long-term and short-term travel funded by USAID.

H.12 USAID/AFGHANISTAN HOST COUNTRY TAXES AND DUTIES (NOVEMBER 2016)

The Implementing Partner is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes. In accordance with the applicable U.S. Government cost principles, such costs are unallowable and may not be charged to this Award or paid with funding provided in the award. If the Implementing Partner is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Contracting Officer and USAID/Afghanistan.

H.13 ADS 302.3.5.5 REPORTING OF FOREIGN TAXES (JULY 2007)

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

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

(1) Contractor name.

(2) Contact name with phone, fax and email.

(3) Contract number(s).
(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.

(7) Report is required even if the contractor did not pay any taxes during the report period.

(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(2) “Commodity” means any material, article, supply, goods, or equipment.

(3) “Foreign government” includes any foreign governmental entity.

(4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

USAID/Afghanistan
Great Massoud Road
Kabul, Afghanistan
Email Address: KBLAIDFAST@usaid.gov

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

(f) For further information see http://www.state.gov/m/rm/c10443.htm.
H.14 ELECTRONIC PAYMENTS SYSTEM (JULY 2014)

1. Definitions:

a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.

b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants under Contracts for less than $3000, when payment through an electronic payment system is not reasonably available.

d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor’s written justification, which provides a basis and cost analysis for the requested exception.


H.15 USAID/AFGHANISTAN COMPENSATION FOR COOPERATING COUNTRY NATIONALS (CCNS) – ACQUISITION (JULY 2016)

In accordance with Implementing Partner Notice #OAA-IP-2016-001, all contractors are required to utilize the current English version of the National Technical Assistance Salary Scale and Implementation Guideline (NTA) compensation scale, as posted on the Government of the Islamic Republic of Afghanistan (GIRoA) Ministry of Finance website (http://www.budgetmof.gov.af/index.php/en/), as the Local Compensation Plan for all
Cooperative Country Nationals (CCN) employees. This includes all clarification notes, addendums, or updates. The implementation of this scale is authorized as follows:

1) Existing CCN personnel who were hired before the effective date of Implementing Partner Notice #OAA-IP-2016-001 may continue to be compensated at their current levels for the life of the award. If these existing CCN personnel change their position or terminate their contract, they must be placed in the appropriate grade under the NTA scale upon assuming the new position or rehire.

2) For current awards, made prior to the effective date of Implementing Partner Notice ##OAA-IP-2016-001 the NTA guidelines apply to CCN staff that are hired after the effective date, whether the position and proposed salary was in the award or not.

3) For awards made after the effective date of Implementing Partner Notice ##OAA-IP-2016-001, all compensation of CCN staff are required to follow the NTA guidelines.

4) For all awards, regardless of start date, all CCN personnel currently employed AND embedded directly within a GIRoA Ministry must immediately fall under the NTA compensation guidelines and scale.

The NTA is a compensation package, developed by the GIRoA that includes all regular benefits and allowances except transportation, communication, and health insurance to be provided as per the internal agreements of each organization. It is expected that allowances meet the requirements of FAR 31.201-3 and do “not exceed that which would be incurred by a prudent person”.

**H.16 USAID/AFPGHANISTAN ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (DECEMBER 2016)**

A. Limitations:

1. Salary ranges for all positions under this award must be established based on the market value of the position. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the Contractor and submitted to the Contracting Officer. Upon establishment of the salary ranges for professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor’s personnel practices. That individual’s salary must be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor must avoid “rank-in-person” salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds the market value of the position, the cognizant Contracting Officer’s approval is required.
2. In addition, there is a ceiling on the reimbursable base salary or wage paid to expatriate personnel under the contract equivalent to the maximum annual salary rate in USAID’s Contractor Salary Threshold as detailed in ADS 302.3.6.10.

B. Authorized Work Week:

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

2. Overseas Employees-The workweek for the contractor's overseas employees must not be less than 40 hours and must be scheduled to coincide with the workweek for those employees of the USAID Mission and/or the Cooperating Country associated with the work of this contract.

C. Initial Salaries. Only the salary rates for individuals whose Employee Biographical Data forms were submitted with the proposal are approved.

D. 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.

E. Return of Overseas Employees: Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mobilization, nor demobilization in the event that such employee/Consultant has not completed one (1) full year tenure in Afghanistan.

F. 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.

G. Authorized Work Day/Week:

A five (5) day workweek is authorized for this contract. However, non-overseas employees/expatriates and/or consultants on temporary duty assignment to Afghanistan are authorized a six-day work week without premium pay. For exceptional occasions, when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five-day
workweek, a six-day workweek is authorized for overseas/CCN employees. The Contractor must document these instances and inform the COR with a copy to the Contracting Officer.

Payment for CCN employees’ work in excess of the normal work week will be made in accordance with the contractor's personnel policies and procedures and in compliance with prevailing local labor laws.

H.17 ADS 302.3.5.8 INSURANCE AND SERVICES (JULY 2016)

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

(1) AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722
Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

Contractors must submit a copy of DBA coverage for which contract performance is to occur outside of the U.S. This document is to be provided prior to start of performance overseas.

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

<table>
<thead>
<tr>
<th>Contract Year</th>
<th>Period of Performance</th>
<th>Services</th>
<th>Construction</th>
<th>Security</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Period</td>
<td>12/1/15 – 11/30/17</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50</td>
</tr>
<tr>
<td>Option 1</td>
<td>12/1/17 – 11/30/18</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
</tr>
<tr>
<td>Option 2</td>
<td>12/1/18 – 11/30/19</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
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<tr>
<td>Option 3</td>
<td>12/1/19 – 11/30/20</td>
<td>$2.00</td>
<td>$4.50</td>
<td>$7.50/$10.00/$12.50 (see Notes)</td>
</tr>
</tbody>
</table>

Notes:

For Option Periods 1, 2 and 3, the percentage of USAID security payroll would be measured as of the last day of the preceding period (i.e. the base period or the immediately preceding option period), which is referred to as the “measurement date”.

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.
2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee remuneration.

3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.

4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances. USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at http://www.dol.gov/owcp/dlhwc/nawwinfo.htm.

5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

6) For contracts that include Aviation, ground crews shall be categorized as Construction, and flight crew shall be categorized as Security.

Upon the Option Year being exercised, the contractor must confirm in writing, the security payroll percentage as of the measurement date of the preceding period of performance to the CO.

H.18 USAID/AFGHANISTAN PRESS RELATIONS (JANUARY 2017)

The Contractor must coordinate all project related press inquiries and statements with the COR and USAID/Afghanistan’s Development Outreach and Communication (DOC) Office. The Contractor must seek approval from the COR and DOC before agreeing to or allowing staff to conduct interviews with the press on matters related to work under this project. The DOC contact is:

Development Outreach and Communication (DOC) Office
US Embassy Kabul
Great Massoud Road
Kabul, Afghanistan
202-216-6288
Email: Kblaiddoc@usaid.gov

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H.19 USAID/AFGHANISTAN RESTRICTIONS ON IMPLEMENTING PARTNERS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (AUGUST 2016)

A. Only the Mission Director of USAID/Afghanistan has the authority to negotiate, execute, and implement instruments, such as Memorandums of Understanding or Letters of Intent or Collaboration (MoUs), with the Government of Afghanistan (GOA) for activities using USAID funds. Implementing Partners (IPs) must not enter separate MoUs with any GOA entity including ministries, provincial or district government entities, or city and village entities.

B. If an IP determines an MoU with the GOA is beneficial to the implementation of activities funded by USAID, the IP must request their COR to draft and negotiate that MoU between USAID and the GOA. The request should describe at a minimum:

   a. how large or important a role the GOA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
   b. previous experience or status of current relations with the GOA unit entity;
   c. any relevant US legislation; and
   d. the advantages to be gained from formally memorializing the terms of the assistance relationship with the GOA entity.

C. All amendments to the MoU must be approved by the COR.

D. This provision does not apply to agreements between an Implementing Partner and the Afghanistan Public Protection Force (APPF) for security services.

H.20 ADS 302.3.5.21 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

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

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

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

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

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

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

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

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

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

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

H.21 USAID/AFGHANISTAN DATABASE AND GIS/GPS REPORTING REQUIREMENTS (DECEMBER 2016)

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

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

- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/ vouchered expenses.
- Documents as required in the reporting requirements section of the award.

Partners are additionally required to collect and report on Global Positioning System (GPS) data and other GPS supporting details for all implementation activities. (This is especially important if data could/will be analyzed to the type III Geographical Disaggregation level.) Geographic data collection, analysis, and submission methods must be included in annual work and M&E plans. Partners must ensure the following standard settings are utilized when collecting latitude/longitude GPS coordinate data for USAID/Afghanistan activities:

Coordinate System/Datum: WGS 1984
Coordinate Format: Decimal Degrees (DD.DDDDDD) with at least 6 decimal places
Latitude Coordinate Parameters: Must be between 29.378060 - 38.489592
Longitude Coordinate Parameters: Must be between 60.475769 - 74.889862
Accuracy Level: Less than 15 meters

The COR responsible for the award will provide specific guidance on reporting, provide access to the Afghan Info system for the Implementing Partner (IP), and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. IPs must use the Afghan Info interface for data entry. Criteria for restricting reporting activity or reporting sites will be provided by the COR. Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1). All geographic data will additionally adhere to OMB Circular A-16 and A-130; Executive Order 12906; ADS 557 (Public Information); and ADS 579 (USAID Development Data). Data entry modules will include an option for selecting certain sites for restricted access in the database. (Note: all activities will be recorded, but those restricted will be viewable only by those with a “need to know”.)

In consultation with the USAID/Afghanistan’s GIS Specialist and/or as directed by USAID/Afghanistan or USAID/Washington, the COR/AOR will manage this geographic data for use in project management, communications, reporting, and evaluation. In the case of proprietary or contractual restrictions preventing submission/publication of geographic data, the IP shall provide justification to the COR/AOR. For activities requiring multiple data points, to include infrastructure activities such as dam, power line, and road construction, data can be
submitted to USAID or through a “cloud-based data transfer mechanism that is outside USAID (example: Dropbox), but must be stored and submitted to the COR/AOR in industry standard formats such as ESRI Shapefile, ESRI Feature Class, or Microsoft Excel, and include any and all metadata. All infrastructure programs will include photo documentation from no less than two sides with no less than beginning and ending project photographic documentation.

Metadata or “Properties” is a summary providing content, quality, type, creation, and spatial information about a data set. In the file’s “properties” programmatic specifics to include name, description of the file, program and implementer, geospatial location and description of the activity will be included. For example, a photograph’s metadata will include Title- the name of the event or site, such as “Ghazi Mohammad Ayub Khan High School”; Subject- what the photo depicts; such as “prior to start of construction a/o 20160207”; TAGS - will include, at a minimum, the program and the implementer for example: “SACCARP; IOM;” Comment: the grid and the nature of the project/event, such as “31.623130, 65.055618 photo of the front of the school. Prior to stair repair, painting and toilet rehab”. The date the photo was taken should already be included automatically but if not it should be also added.

Although the example discusses an image file, the same requirement for metadata documentation is required for other file formats (docx or xlsx) that document a specific project’s geographically linked activity that will be used for permanent documentation.

Please note some cameras with integrated GPS capability place that automatically into the Exif metadata. That should be kept; but often the Lat/Long format is in Hours/Min/Sec not in digital degrees so it must be converted and added to the metadata. There are free available sites on the web, such as http://www.latlong.net/degrees-minutes-seconds-to-decimal-degrees or for more complicated conversions http://www.earthpoint.us/Convert.aspx.

Unless otherwise specified, Afghan Info can be accessed at: https://usaidinfo.usaid.gov/.

**H.22 ADS 204.5.1 ENVIRONMENTAL COMPLIANCE**


**H.23 USAID/AFGHANISTAN IMPLEMENTATION OF EXECUTIVE ORDER 13224 ON TERRORISM FINANCING (AUGUST 2016)**

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.
H.24  USAID/AFGHANISTAN COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DECEMBER 2016)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the Contractor has been convicted of a narcotics offense or has been engaged in drug trafficking as defined in 22 CFR Part 140. This provision must be included in all subcontracts/sub-awards issued under this contract.

H.25  RESERVED

H.26  USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEBRUARY 2016)

Unless otherwise authorized in writing by the Contracting Officer, the Implementing Partner must not use funds for any work related to facilities of any type where the intended use of such a facility is for explicitly religious activities. In cases where work addressed by this provision is authorized by the Contracting Officer, such authorization will be limited and explicit. The contractor shall insert this clause in its entirety all subcontracts/subawards.

H.27  USAID/AFGHANISTAN COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUGUST 2016)

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the Contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

H.28  FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (AUGUST 2016)

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.usaid.gov/policy/ads/300/350maa.pdf] or as approved by the CO.
1. Participant Training Reports. The recipient will collect training data on technical trainings (i.e., conferences and workshops) provided for beneficiaries that were held in the United States, third countries, or in-country under this contract. The training data will be entered into TraiNet and submitted to the COR quarterly no later than 45 days following the end of each fiscal quarter measured from October 1, as relevant. The recipient will follow ADS 252 policy, which provides detailed information regarding visa compliance guidelines, and ADS 253, which provides guidance on how to implement USAID funded training programs. USAID/Afghanistan’s Office of Program Management (OPPD) can assist implementing partners to roll out TraiNet for their activity and share their training data on TraiNet with OPM.

2. TraiNet and USAID Sponsored J-1 Visas. All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID-funded Exchange Visitors.

USAID/Afghanistan prefers that TraiNet data entry, verification, and reporting responsibilities for exchange programs held in the United States be completed by the Mission. USAID/Afghanistan’s Office of Program Management (OPM) is responsible for data entry (the R1 role), verification (the R2 role), and approval (the R3 role) of all U.S.-based training programs and participants that are funded by USAID.

USAID/Afghanistan’s CORs are responsible for working with their implementing partners to obtain the data needed by the R1, R2 and R3 to complete this action. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

The Implementing Partners provide to the COR and OPM required documents to initiate the DS-2019 approval process (as per Mission Order 252) by minimum 8-10 weeks prior to the start date of the training program.

Data is entered into TraiNet by OPM’s Data Entry Initiator (R1) once all information and documents are received from the implementing partner and are correct. The R1 submits the information to the Visa Compliance System (VCS).

The designated Verifier (R2) in OPM verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data.

The designated Approver (R3) in OPM reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments.

When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is
submitted to the Department of Homeland Security SEVIS database. The DS-2019 form is created, printed and mailed to the R3. The R3 gives the form to the R1 who coordinates with the COR and implementing partner on completing the visa application process.

The implementing partner is responsible for ensuring that participants complete the on-line visa application form. When asked to enter a “Program Number”, applications should enter USAID’s Exchange Visitor Program Number G-2-00263.” The SEVIS number required for completing the visa application will be provided by the R1.

The R1 is responsible for providing the implementing partner or participant with the SEVIS number required for completing the on-line visa application form, scheduling an appointment with the Consular Office, and delivering the DS-2019 form to the implementing partner or to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section.

All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID funded Exchange Visitors.

USAID/Afghanistan delegates the TraiNet data entry, verification, and reporting responsibilities to its implementing partner is responsible for data entry (the R1 role) and verification (the R2 role) of all training programs and participants that are funded by USAID. USAID/CAR/SPO is responsible for approval (the R3 role) and the COR/AOR and Program Managers are responsible for working with their implementing partners to obtain the data needed by the R3. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

• Data is entered into TraiNet by the implementing partner’s Data Entry Initiator (R1);
• The R1 submits the information to the Visa Compliance System (VCS); The designated Verifier (R2) verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data;
• A designated United States citizen in the Mission – the Approver (R3) – reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments;
• When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database; The DS-2019 form is created, printed and mailed to the R3;
• The R3 gives the form to the USAID COR or AOR who provides it to the implementing partner.

The implementing partner is responsible for delivering the form to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section, or designated Consulate. Exchange visitors apply online at the U.S. State
Department’s website in the respective country. When asked to enter a “Program Number”, applications should enter USAID’s Exchange Visitor Program Number G-2-00263.”

H.30 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are:

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

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

H.31 ARCHITECTURE/ENGINEERING AND CONSTRUCTION CLAUSES \ (AUGUST 2016)

This contract contains Architecture/Engineering (A/E) clauses that pertain when the Contractor is designing projects or preparing construction or design-build solicitations for bids for subcontractors. If/when such work is subcontracted, the Contractor shall include applicable A/E clauses in its subcontracts.

H.32 RESPONSIBILITY FOR SUBMITTALS AND SHOP DRAWINGS (AUGUST 2016)

The Contractor is responsible for confirmation and correlation of all information, which will be incorporated in the Contractor’s Submittals and Shop Drawings. The Contractor is responsible for all information that pertains to the fabrication processes and methods of construction, which is presented and incorporated in the Contractor’s Submittals.

H.33 CLIN #0003 AND CLIN #0004 ORDERING PROCEDURE

The contractor must work closely with the COR and certify that the strategic business unit has met the eligibility requirement to receive approval for infrastructure and equipment support. The contractor will formally notify the COR that the strategic business unit has met the eligibility requirement. USAID will review and provide feedback on whether or not to proceed with the recommended support. If USAID concurs with the recommendation, the CO will provide approval in writing for the contractor to proceed to implement targeted infrastructure and
equipment support activities. The contractor must observe the following procedure when implementing activities under the CLINs;

(a) Work to be performed under CLINs #0003 and #0004 must be Firmed Fixed Price (FFP).

(b) Before implementation of any activities under CLINs #0003 and #0004, the Contractor must obtain COR concurrence and CO approval regardless of estimated cost.

(c) For any of the work to be subcontracted that exceeds the simplified acquisition threshold, Contracting Officer consent must be obtained in accordance with FAR subpart 44.

(d) The aggregate total of all subcontracts under each CLIN must not exceed the amount authorized in the contract budget (See section B.4).

[END OF SECTION H]
SECTION I: CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

In accordance with AIDAR "752.252-2 CLAUSES INCORPORATED BY REFERENCE", the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR Chapter 7 (see www.usaid.gov/ads/policy/300/aidar for electronic access to the full text of a clause).

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I.2 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

(a) Definition. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or
(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

(i) Exercise due diligence to prevent and detect criminal conduct; and

(ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor’s disclosure as confidential where the information has been marked “confidential” or “proprietary” by the company. To the extent permitted by the law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization’s jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal
Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor’s standards and procedures and other aspects of the Contractor’s business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual’s respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor’s principals and employees, and as appropriate, the Contractor’s agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

   (A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and
   (B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor’s internal control system shall provide for the following:

   (A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.
   (B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor’s code of business ethics and conduct.
   (C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor’s code of business ethics and conduct and special requirements of Government contracting, including—

   (1) Monitoring and auditing to detect criminal conduct;
   (2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and
   (3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as
necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies’ contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)
I.3 FAR 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT 1997)

(a) “Cancellation,” as used in this clause, means that the Government is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Contracting Officer --

(1) Notifies the Contractor that funds are not available for contract performance for any subsequent program year; or

(2) Fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.

(b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.

(c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not over the cancellation ceiling specified in the Schedule as applicable at the time of cancellation.

(d) The cancellation charge will cover only --

(1) Costs --

   (i) Incurred by the Contractor and/or subcontractor;

   (ii) Reasonably necessary for performance of the contract; and

   (iii) That would have been equitably amortized over the entire multi-year contract period but, because of the cancellation, are not so amortized; and

(2) A reasonable profit or fee on the costs.

(e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date --

(1) Of notification of the non-availability of funds; or

(2) Specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Contracting Officer.

(f) The Contractor’s claim may include --

(1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
(4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include --

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. “Useful commercial life” means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

(h) This contract may include an Option clause with the period for exercising the option limited to the date in the contract for notification that funds are available for the next succeeding program year. If so, the Contractor agrees not to include in option quantities any costs of a startup or nonrecurring nature that have been fully set forth in the contract. The Contractor further agrees that the option quantities will reflect only those recurring costs and a reasonable profit or fee necessary to furnish the additional option quantities.

(i) Quantities added to the original contract through the Option clause of this contract shall be included in the quantity canceled for the purpose of computing allowable cancellation charges.

(End of Clause)

I.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days.

(End of clause)

I.5 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,’ and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.

(d) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing the Vietnam Era Veterans’ Readjustment Assistance Act (VEVRAA).

(End of Clause)

I.6 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

[Class Deviation- 2017-O0008, Office of Federal contract Compliance Programs Waiver of Certain Clause Requirements in Contracts for Hurricane Harvey Relief Efforts. This clause deviation is effective on Sept 01, 2017, and remains in effect until incorporated into the FAR, or otherwise rescinded.

(c) Notwithstanding the provisions of this section, the Contractor will not be obligated to develop the written affirmative action program required under the regulations implementing section 503 of the Rehabilitation Act of 1973, as amended.

(End of Clause)
I.7 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause—

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

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

“Commercially available off-the-shelf (COTS) item” means--

(1) Any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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

“Forced labor” means knowingly providing or obtaining the labor or services of a person—
(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not—

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;
(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees and agents of—

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor
Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud; and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum—
(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from—

   (A) Conducting an internal investigation; or

   (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that—

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.
(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/j/tip/.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web
site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

Alternate I (MAR 2015)

As prescribed in 22.1705(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)
(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

<table>
<thead>
<tr>
<th>Document Title</th>
<th>Document may be obtained from</th>
<th>Applies to Performance in/at:</th>
</tr>
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<tbody>
<tr>
<td></td>
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

I.8 FAR 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(a) Definitions. As used in this clause—

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

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

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

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

(b) General.

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

   (i) In a designated operational area during—

      (A) Contingency operations;

      (B) Humanitarian or peacekeeping operations; or

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

   (ii) When supporting a diplomatic or consular mission—
(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or
(B) That the Contracting Officer has indicated is subject to this clause.

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

(3) Contractor personnel are civilians.
   (i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.
   (ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonable appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

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

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—
   (1) United States, host country, and third country national laws;
   (2) Treaties and international agreements;
   (3) United States regulations, directives, instructions, policies, and procedures; and
   (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief or Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements.
   (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.
   (2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the contractor shall ensure the following:
      (i) All required security and background checks are complete and acceptable.
      (ii) All personnel are medically and physically fit and have received all required vaccinations.
      (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
(iv) All personnel have received—
   (A) A country clearance or special area clearance, if required by the chief of mission; and
   (B) Theater clearance, if required by the Combatant Commander.
(v) All personnel have received personal security training. The training must at a minimum—
   (A) Cover safety and security issues facing employees overseas;
   (B) Identify safety and security contingency planning activities; and
   (C) Identify ways to utilize safety and security personnel and other resources appropriately.
(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at http://www.travel.state.gov.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—
   (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.));
   (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and
   (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—
   (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer.
   (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
   (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

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

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

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

(i) Weapons.

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

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

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

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

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

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

      (A) Safely;

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

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

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

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

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

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

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
(k) Military clothing and protective equipment.
   (1) Contractor personnel are prohibited from wearing military clothing unless specifically
       authorized by the Combatant Commander. If authorized to wear military clothing, Contractor
       personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be
       distinguishable from military personnel, consistent with force protection measures.
       (2) Contractor personnel may wear specific items required for safety and security, such as
           ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.
   (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some
       or all personnel, the Government will provide to United States and third country national
       Contractor personnel the level of assistance provided to private United States citizens.
       (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel
           on location sufficient to meet contractual obligations unless instructed to evacuate by the
           Contracting Officer.

(m) Personnel recovery.
   (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the
       Government will assist in personnel recovery actions.
   (2) Personnel recovery may occur through military action, action by non-governmental
       organizations, other Government-approved action, diplomatic initiatives, or through any
       combination of these options.
   (3) The Department of Defense has primary responsibility for recovering DoD contract
       service employees and, when requested, will provide personnel recovery support to other
       agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.
   (1) The Contractor shall be responsible for notification of the employee-designated next of
       kin, and notification as soon as possible to the U.S. Consul responsible for the area in which
       the event occurred, if the employee—
           (i) Dies;
           (ii) Requires evacuation due to an injury; or
           (iii) Is isolated, missing, detained, captured, or abducted.
   (2) The Contractor shall also be responsible for the return of all personal effects for deceased
       or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of
    performance will be handled as follows:
    (1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled
        in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
    (2) 
        (i) If this contract was awarded by an agency other than DoD, the Contractor is
            responsible for the return of the remains to the location specified by the employee or next
            of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.
(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

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

1. In a designated operational area during—
   (i) Contingency operations;
   (ii) Humanitarian or peacekeeping operations; or

2. When supporting a diplomatic or consular mission—
   (i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or
   (ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

I.9 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

(a) Definitions. As used in this clause -

“Universal” bilateral modification means a bilateral modification, as defined in FAR subpart 43.1, that updates or incorporates new FAR or AIDAR clauses, other terms and conditions, or special requirements, affecting all USAID awards or a class of awards, as specified in the Agency notification of such modification.

USAID Implementing Partner Notices (IPN) Portal for Acquisition (IPN Portal) means the single point where USAID uploads universal bilateral modifications, which can be accessed electronically by registered USAID Contractors. The IPN Portal is located at https://sites.google.com/site/usaidipnforacquisitions/.

IPN Portal Administrator means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

(b) By submission of an offer and execution of a contract, the Contractor acknowledges the requirement to:

1. Register with the IPN Portal if awarded a contract resulting from this solicitation; and
(2) Receive universal bilateral modifications of this contract and general notices through the IPN Portal.

(c) Procedure to register for notifications.

Go to: https://sites.google.com/site/usaidipnforacquisitions/ and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

(d) Processing of IPN portal modifications.

(1) The Contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the Contractor by email when the USAID IPN Portal Administrator uploads a universal bilateral modification for Contractor review and signature. Proposed IPN Portal modifications distributed through the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

(2) Within 15 calendar days from receipt of the notification email from the IPN Portal, the Contractor must do one of the following:

(i) Verify applicability of the proposed modification to their award(s) per the instructions provided with each modification;
(ii) Within 30 calendar days of receipt of a signed modification from the Contractor, the contracting officer must provide the fully executed modification to the Contractor or initiate discussions with the Contractor. Bilateral modifications provided through the IPN Portal are not effective until both the Contractor and the contracting officer sign the modification.

Note to paragraph (d)(2)(i): The Contractor must not incorporate any other changes to the IPN Portal modification.

(i) Notify the Contracting Officer in writing if the modification requires negotiation of the additional changes to terms and conditions of the contract; or
(ii) Notify the contracting officer that the Contractor declines to sign the modification.

(3) Within 30 calendar days of receipt of a signed modification from the Contractor, the contracting officer must provide the fully executed modification to the Contractor or initiate discussions with the Contractor. Bilateral modifications provided through the IPN Portal are not effective until both the Contractor and the contracting officer sign the modification.

(End of clause)
I.10 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS
(AUGUST 2013)

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

(b) The Contractor must obtain approval from the contracting officer or the contracting officer's representative (COR), if delegated in the Contracting Officer's Representative Designation Letter, as prescribed in 731.205-43, prior to committing costs related to conferences funded in whole or in part with USAID funds when:

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

(c) Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the Contractor to the USAID contracting officer representative (COR). The contracting officer representative will obtain the required agency approvals and communicate such approvals to the Contractor in writing.

(d) The request for conference approval must include:

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

(End of clause)
I.11 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY  
(DEVIATION Nos. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c)  
(APRIL 2018)

(a) Definitions. As used in this contract --

“Information Technology” means

(1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment,  
that are used in the automatic acquisition, storage, analysis, evaluation, manipulation,  
management, movement, control, display, switching, interchange, transmission, or reception  
of data or information by the agency; where

(2) such services or equipment are 'used by an agency' if used by the agency directly or if  
used by a contractor under a contract with the agency that requires either use of the services  
or equipment or requires use of the services or equipment to a significant extent in the  
performance of a service or the furnishing of a product.

(3) The term "information technology" includes computers, ancillary equipment (including  
imaging peripherals, input, output, and storage devices necessary for security and  
surveillance), peripheral equipment designed to be controlled by the central processing unit  
of a computer, software, firmware and similar procedures, services (including provisioned  
services such as cloud computing and support services that support any point of the lifecycle  
of the equipment or service), and related resources.

(4) The term "information technology" does not include any equipment that is acquired by a  
contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency  
Chief Information Officer (CIO) review and approval of contracts that include information  
technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the  
prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements:

(1) If the Contractor determines that any information technology will be necessary to meet  
the Government’s requirements or to facilitate activities in the Government’s statement of  
work, the Contractor must request prior written approval from the Contracting Officer.

(2) As part of the request, the Contractor must provide the Contracting Officer a description  
and an estimate of the total cost of the information technology equipment, software, or  
services to be procured under this contract. The Contractor must simultaneously notify the  
Contracting Officer’s Representative (COR) and the Office of the Chief Information Office  
at ITAuthorization@usaid.gov.
(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer’s written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

(End of Clause)

I.12 CONSTRUCTION SUBCONTRACT CLAUSES

The following specific clauses apply under construction subcontracts and must be incorporated in each subcontracts issued by the prime contractor in addition to other applicable clauses;

CLauses by Reference

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CLAUSES IN FULL TEXT

FAR 52.236-4 PHYSICAL DATA (APR 1984)

Data and information furnished or referred to below is for the Contractor’s information. The Government shall not be responsible for any interpretation of or conclusion drawn from the data or information by the Contractor.

1. (a) The indications of physical conditions on the drawings and in the specifications are the result of site investigations by __________ [insert a description of investigational methods used, such as surveys, auger borings, core borings, test pits, probings, test tunnels].
2. (b) Weather conditions __________ [insert a summary of weather records and warnings].
3. (c) Transportation facilities _________ [insert a summary of transportation facilities providing access from the site, including information about their availability and limitations].
4. (d) __________ [insert other pertinent information].

(End of clause)

FAR 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. Work includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer.
and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not:
   (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
   (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
   (3) Constitute or imply acceptance; or
   (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be
final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the
Government's rights under any warranty or guarantee.

(End of clause)

[END OF SECTION I]
PART III- LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

Attachment J.1 – Useful Links/References under Section C
Attachment J.2 – Initial Environmental Examination (IEE) and Amendments
Attachment J.3 – National Technical Assistance (NTA) Salary Scale and Implementation Guideline
Attachment J.4 – Vetting Mission Order 201.06
Attachment J.5 – Registration and Tax Exemptions in Afghanistan Guidance
Attachment J.6 – Form AID 500-13 “USAID Partner Information Form”

[END OF SECTION J]

[END OF CONTRACT]