

2. CONTRACT (Proc. Inst. Ident.) NO. AID-OAA-I-12-00035/AID-306-TO-13-00009	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQM-306-13-000217
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5. ISSUED BY CODE AFGHANISTAN	6. ADMINISTERED BY (If other than Item 5) CODE
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USAID/Afghanistan  
Office of Acquisition & Assistance

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code)  CHEMONICS 1717 H ST NW STE 1 WASHINGTON DC 20006-3900	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

CODE	FACILITY CODE	
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11. SHIP TO/MARK FOR CODE AFGHANISTAN  USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180	12. PAYMENT WILL BE MADE BY CODE AFGHANISTAN  OFFICE OF FINANCIAL MANAGEMENT 00001
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13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA 306
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT \$77,754,267.00

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	H	SPECIAL CONTRACT REQU REMENTS					

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

17. <input checked="" type="checkbox"/> CONTRACTOR' S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SOL-306-13-000043 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)
--	---

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Kathlyn Bryant
---	--

19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY  (Signature of person authorized to sign)		BY  (Signature of the Contracting Officer)	

**AWARD/CONTRACT** UNDER FEDERAL ACQUISITION REGULATION (48 CFR 101-11.6)

1. **ISSUE DATE** 11/07/13  
 2. **ISSUE BY** [Redacted]  
 3. **ISSUE FOR** [Redacted]  
 4. **ISSUE FOR** [Redacted]  
 5. **ISSUE FOR** [Redacted]  
 6. **ISSUE FOR** [Redacted]

7. **NAME AND ADDRESS OF CONTRACTOR (No. Street City Country State and Zip Code)**  
 8. **DELIVERY POINT ORIGIN** X 01157 (See below)  
 9. **DISCOUNT FOR PROMPT PAYMENT**  
 10. **COPIES OF THIS AWARD** (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN [Redacted]

11. **SHIP TO/MAIL TO FOR** [Redacted]  
 12. **PAYMENT WILL BE MADE BY** [Redacted]  
 13. **AUTHORITY FOR USING OTHER THAN FLLC AND OPEN COMPETITION** ( ) 10 U.S.C. 2304 (b) ( ) 41 U.S.C. 253 (c) ( )  
 14. **ACCOUNTING AND APPROPRIATION DATA** 306

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					
15G TOTAL AMOUNT OF CONTRACT					\$77,754,267.00

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	H	SPECIAL CONTRACT REQUIREMENTS					

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18. **SEALED-BID AWARD (Contractor is not required to sign this document.)** Your bid on Solicitation Number [Redacted] including the additions or changes made by you which additions or changes are set forth in full below is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (c) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarded a sealed-bid contract.)

19. **DATE SIGNED** 11/7/13  
 20. **BY** [Redacted]  
 21. **DATE SIGNED** 11/4/2013  
 22. **BY** [Redacted]  
 23. **DATE SIGNED** [Redacted]  
 24. **BY** [Redacted]

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**SECTION B – SUPPLIES OR SERVICES /PRICEs**

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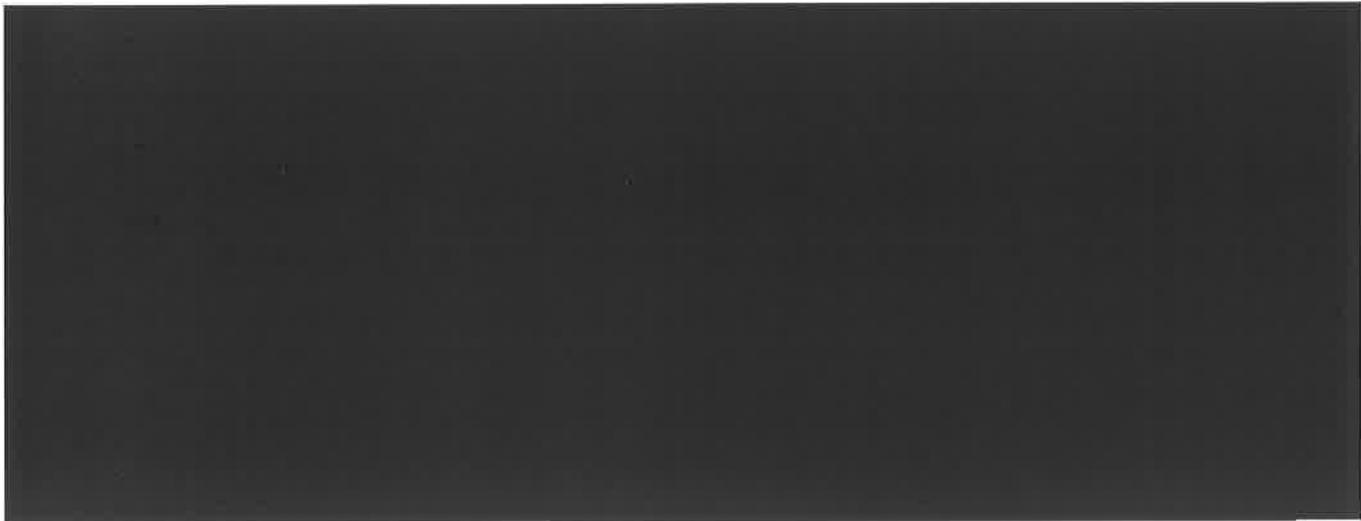
**B.1 PURPOSE**

The purpose of the Afghanistan Trade and Revenue project is to provide technical support and assistance aimed to strengthen the business climate of Afghanistan to enable private investment, enhanced trade, job creation, and fiscal sustainability through the critical Transition period and continuing into the Transformational Decade.

**B.2 CONTRACT TYPE**

This is a time and material (fixed daily rates or FDRs) task order. Fixed daily rates for U.S. Expatriates with reimbursement of actual salaries for locally hired national professionals and other non-U.S. expatriates and fixed multipliers applied to salaries for locally-hired national professionals and other non-U.S. expatriates; and modified time-and-material payment provisions.

**B.3 BUDGET**



**B. Materials:**



Indirect Costs

**Total**

\*reasonable within Local Compensation Plan unless otherwise approved



C. Ceiling Price \$77,754, 266.00

The contractor will not be paid any sum in excess of the ceiling price.

D. Information Regarding Budgeting For In-Country Air Travel

Air transportation services currently being provided by USAID for its implementing partners through Embassy Air, will either be unavailable or available to a limited number of locations subject to costs, as of October 1, 2014. Chemonics should determine the need for and use of air transportation services in its proposed budget and budget narrative through commercial air or charter services.

B.4 PAYMENT

The paying office is USAID/Afghanistan, Office of Financial Management (OFM), as specified in Section G.4.

B.5 FUNDS AVAILABILITY

The funds for this task order will be paid incrementally, and the government's acquisition of services hereunder is subject to FAR 52.232-18, Availability of Funds (APR 1984) and FAR 52.232-22 Limitation of Funds. The initial obligated amount of [REDACTED] has been fully appropriated, allocated and committed, and is estimated to be sufficient to carry on project activities for two months. Additional funds will be incrementally added and the Contractor will be notified of any future conditions for award and subsequent obligations of incremental funding in progression. Throughout the life of this award, Contractor is responsible for monitoring expenditures to prevent exceeding the total funding incrementally obligated to the contract. Until such time as the obligated amount shall equal the total estimated amount of this Award, additional increments of funds may be obligated by USAID through a unilateral modification to this Award, subject to availability of funds, successful performance by the Recipient, possible evaluation of the program, program priorities at the time, and the requirements of the project.

B.6 CONSENT TO SUBCONTRACT & ADDITIONAL REQUIREMENTS

Consent to subcontract is given for the following subcontractors:



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Request for any other subcontract should be requested through the TOCOR after contract award. In accordance with FAR 52.244-2, Subcontracts, Contractor is required to request approval for all subcontracts from the Contracting Officer if consent to subcontract is not granted and noted here. (See directions under subcontracting).

**END OF SECTION B**

## **SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK**

---

### **C.1 INTRODUCTION**

The purpose of Afghanistan Trade and Revenue project is to strengthen the business climate of Afghanistan to enable private investment, enhanced trade, job creation, and fiscal sustainability through the critical Transition period and continuing into the Transformational Decade.

This purpose will be achieved through interventions aimed at 1) improving the capacity of the Government of the Islamic Republic of Afghanistan (GIROA) to formulate and implement a liberal policy framework for trade and investment in accordance with international standards; 2) enhancing integration in the regional and world economy through the promotion of trade and agreements, enhanced economic corridors governance, and private sector linkages throughout South and Central Asia; and 3) strengthening revenue generation for fiscal sustainability and trade facilitation through reforms and anti-corruption measures in customs and taxation.

THE PROJECT will be a four year project that will provide 1) technical assistance on trade agreements, World Trade Organization (WTO) accession, and rules compliance; 2) organization of regional trade fairs and private sector matchmaking events; and 3) capacity building for the implementation of reforms in customs (e.g. Border Management Model (BMM), Risk Management (RM), customs procedures modernization and streamlining, customs procedures harmonization with customs of other countries), and for Value-Added Tax (VAT) implementation. These inputs will be provided through three components as described in C.3.

### **C.2 BACKGROUND**

Afghanistan has made substantial progress recovering from 30 years of war and economic devastation. Improvements in human development are among the fastest in the world. The economy has been growing at an average rate of over 9% for more than a decade, leading to a tripling of per capita income. Even so, Afghanistan continues to be one of the poorest countries in the world. It is now faced with a major new challenge – the likely substantial decline of international aid as the military operations in the country draw to a close over the next two years. Currently, Afghanistan is ill positioned to transition to a self-sustaining economy without painful readjustments. Corruption, mismanagement, and continuing instability in the border regions have made the trade regime fractured and inefficient. The outdated legal and regulatory framework inhibits investment. Service delivery is not comprehensive and of varied quality, operations and maintenance of the substantial donor-built infrastructure assets are grossly inadequate, and domestic revenues as a percent of GDP are among the lowest in the world.

In order to sustain itself, Afghanistan needs new sources of economic growth and improved revenue generation and collection. Towards this end, USAID/Afghanistan has assisted GIROA to address economic policy and regulatory issues since 2002, with three projects in succession focused broadly on creating or restructuring the institutions and authorities needed to support the growth of a market economy.

The project consists of a number of trade activities begun under TAFE and TAFE II<sup>1</sup>, and the new project will continue work on improving the environment for trade, thereby fostering increased investment, exports, cross-border trade and transit, and market-based opportunities. The Project will support GIROA and the private sector to pursue and realize the advantages of greater regional and global trade linkages and economic integration through trade policy liberalization, customs reform, and trade facilitation. The activities to be conducted under the Project seek to improve processes and reduce impediments in the areas affecting Afghanistan's trade and investment environment. To date, TAFE and TAFE II have reduced customs processing times from 7 days to 1 day on average at customs points supported by the projects, by eliminating and streamlining procedures.

The project will also work with the GIROA Ministry of Finance (MoF) on implementation of a value-added tax (VAT). GIROA is expected to pass the VAT law in early 2013 as a requirement of its agreement under the International Monetary Fund (IMF) and to begin implementation in January 2014. The VAT will be implemented through the Large Taxpayer Office where USAID provided assistance through its Economic Growth and Governance Initiative (EGGI). During the final year of the project, EGGI provided training in tax law, enforcement, and auditing, accounting and executive management to Large Taxpayer Offices (LTO) in Mazar, Herat and Jalalabad.<sup>2</sup> The project will build on TAFE and TAFE II's successes in improving the trade environment and will build on EGGI success in strengthening Afghanistan's tax regime for sustainable growth and revenues. Empowering businesswomen and reducing gender gaps in business and trade is an important consideration in the implementation of this project.

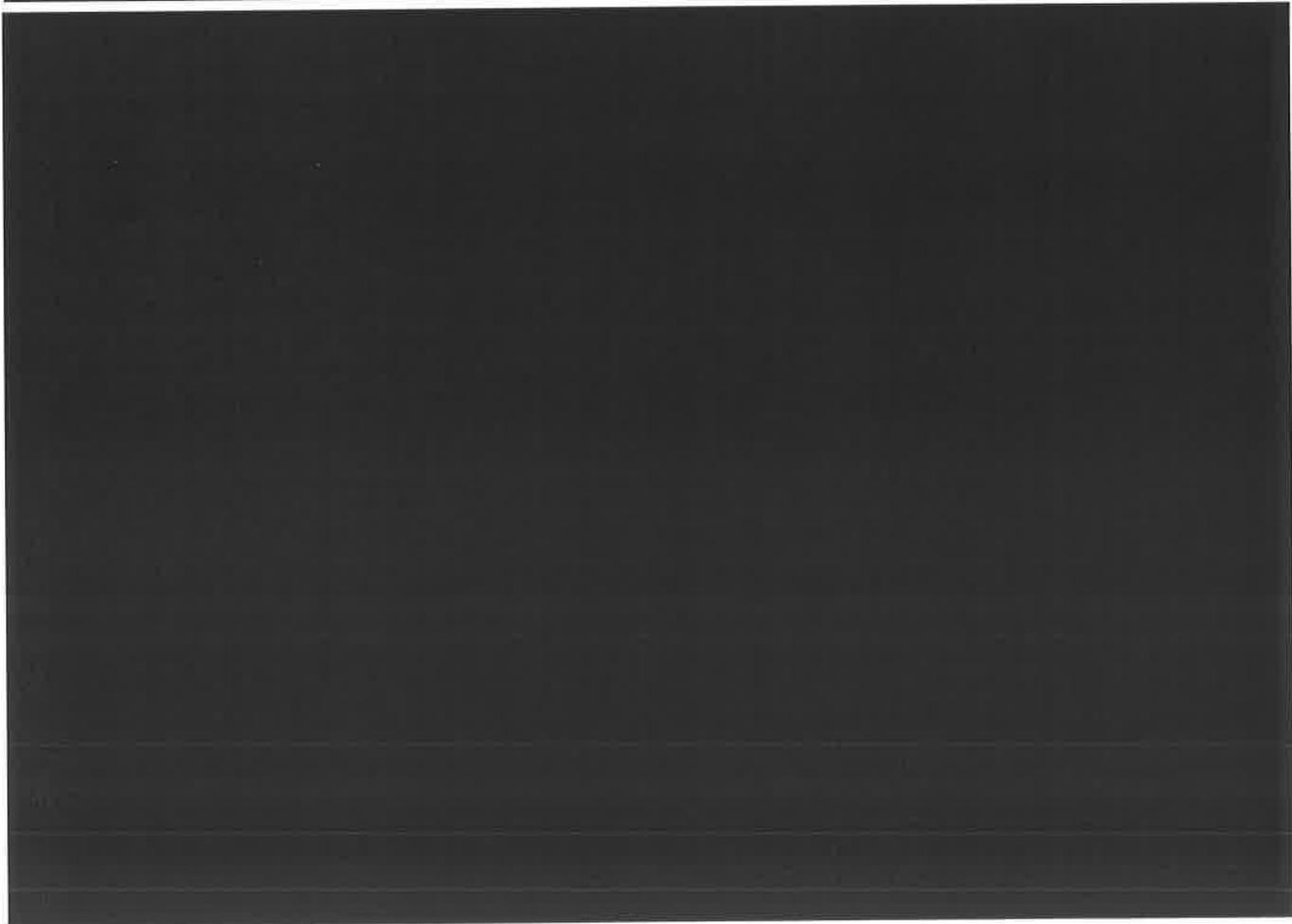
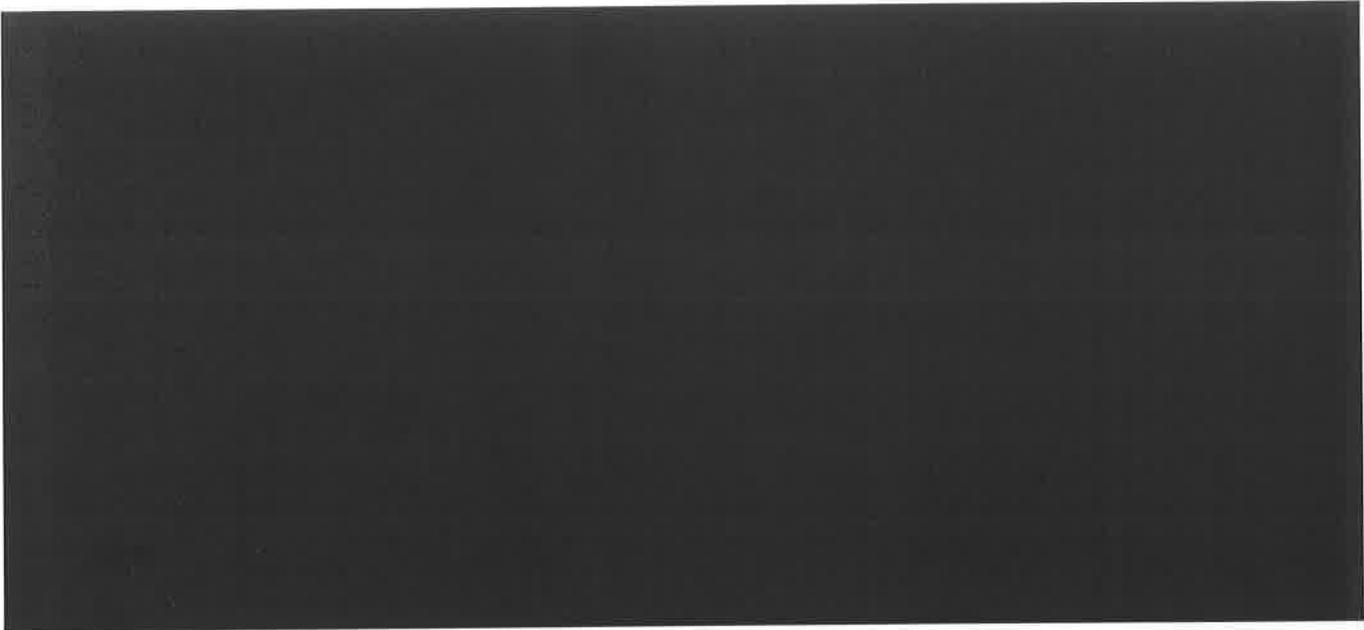
The implementation of this project will occur during the transition of Afghanistan from NATO led counter-insurgency to an Afghan led transformation. The implications of this transition are that military force-protection for project support will be considerably decreased, if not entirely absent. Additionally, we can expect to see a gradual decrease in donor funding over the next decade as GIROA is expected to stand on its own feet and take confident strides towards long-term development. The sustainability of all activities after the end of the project is a top objective of the USAID/Afghanistan Mission and is especially critical for the project which will build capacity for vital aspects of economic reform. A major predictor of sustainability is GIROA political will to implement reforms and combat corruption. Over the past several years, the GIROA has shown a strong political will to improve its trade regime and increase fiscal sustainability. This will be a necessary condition for future USG assistance.

### C.3 SCOPE OF WORK

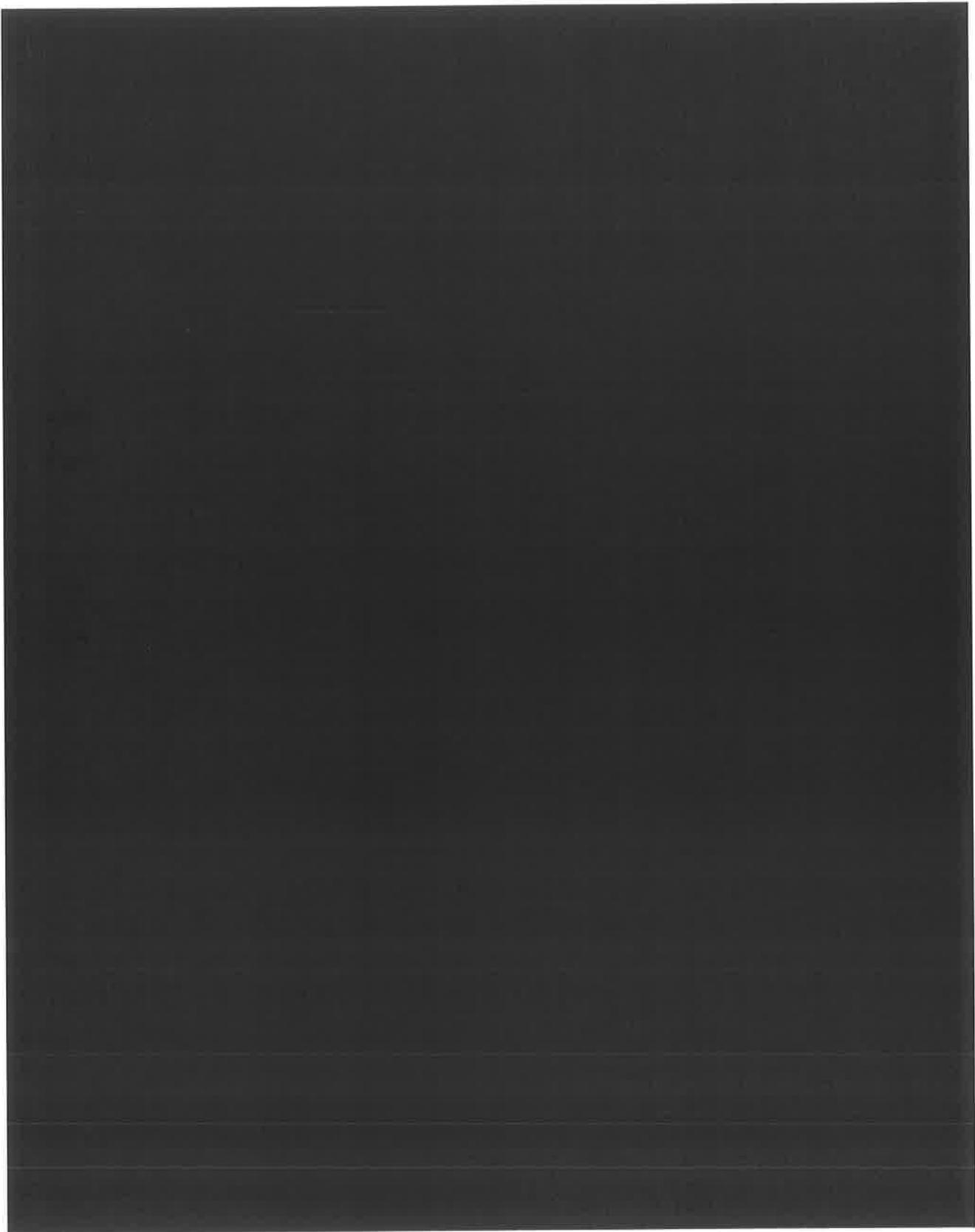
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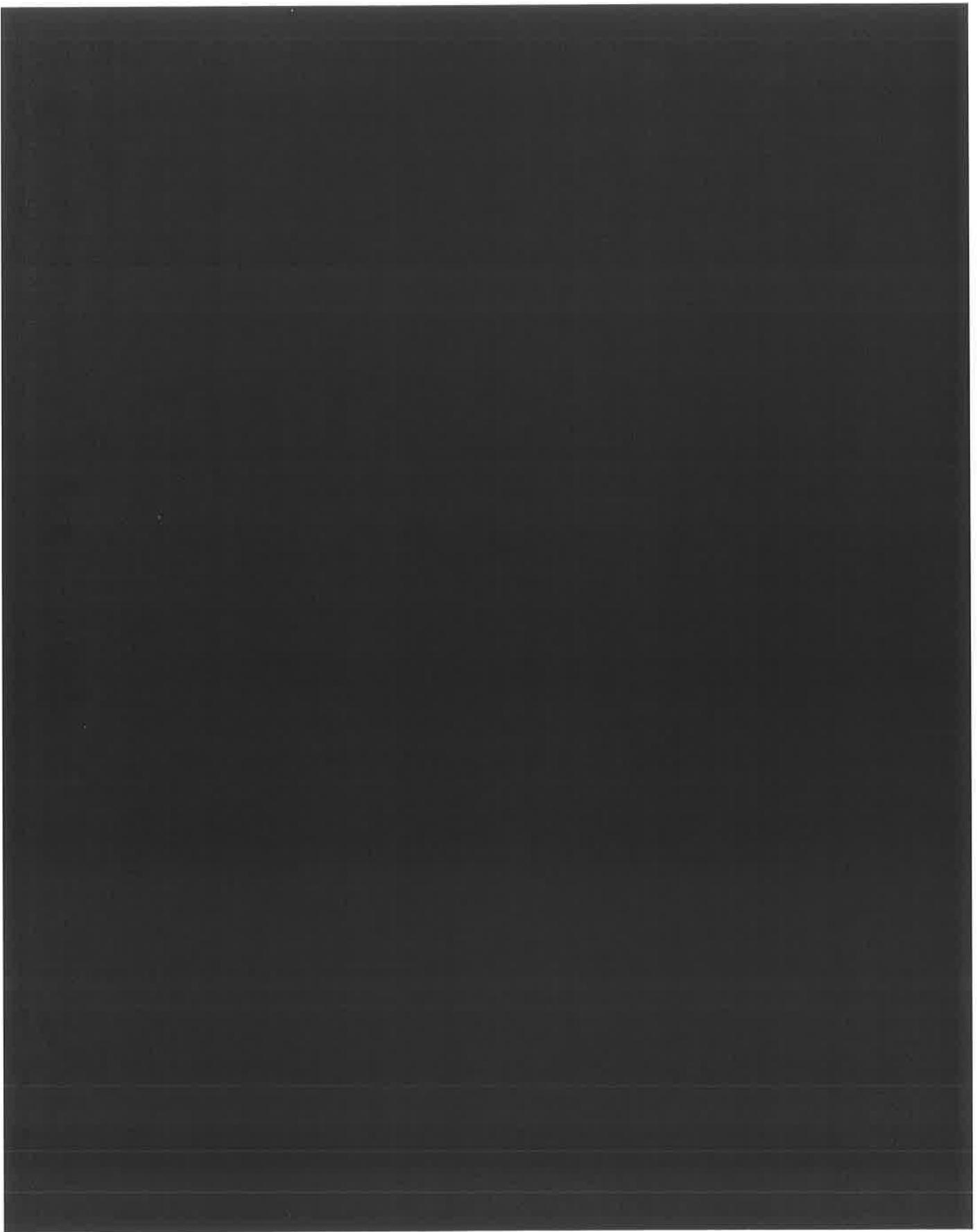
<sup>1</sup> For more information on activities undertaken by TAFE and TAFE II TAFE Annual Reports from November 2009 to November 2012 attached in the solicitation, and TAFE II First Quarterly Report October-December 2012.

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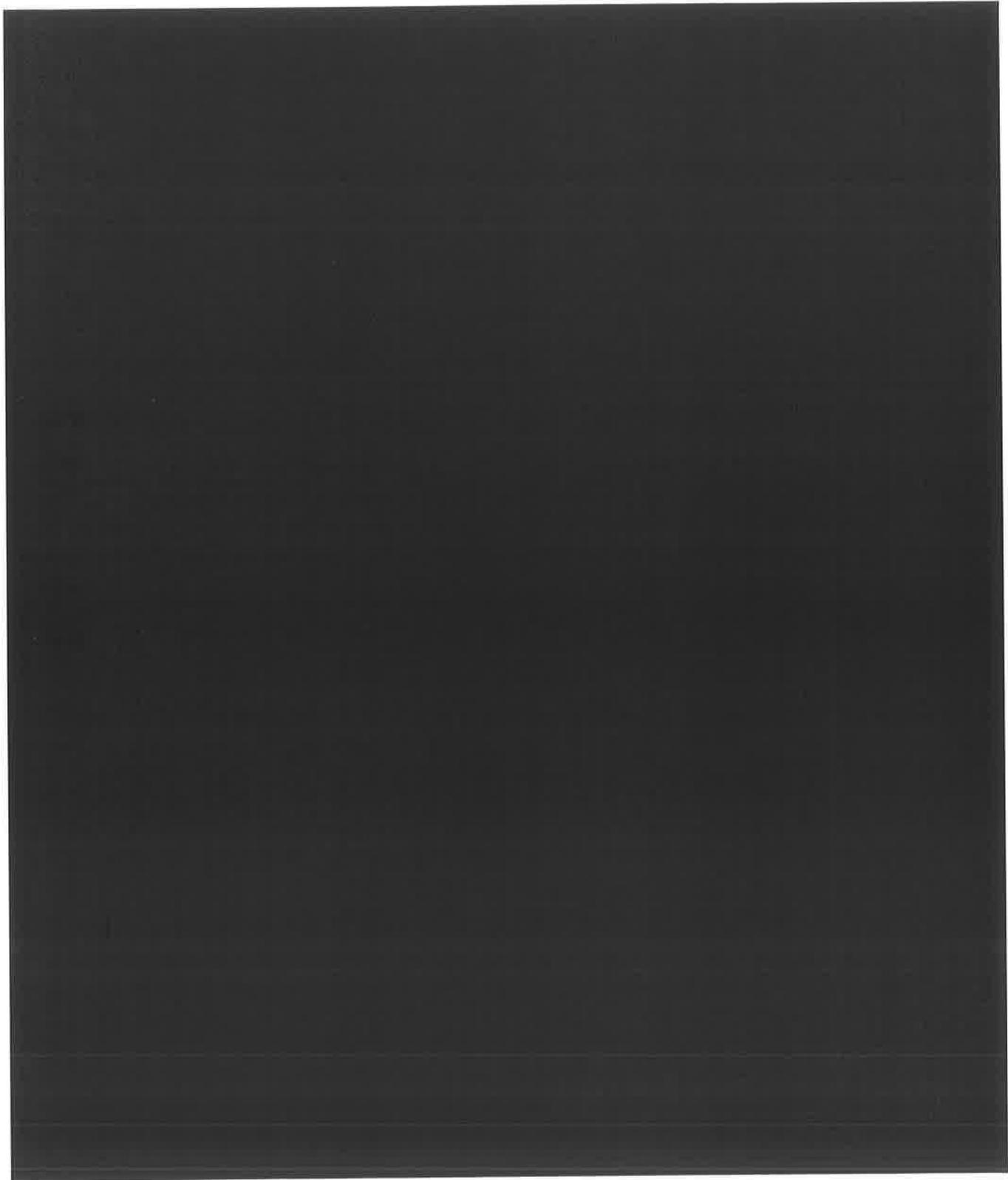


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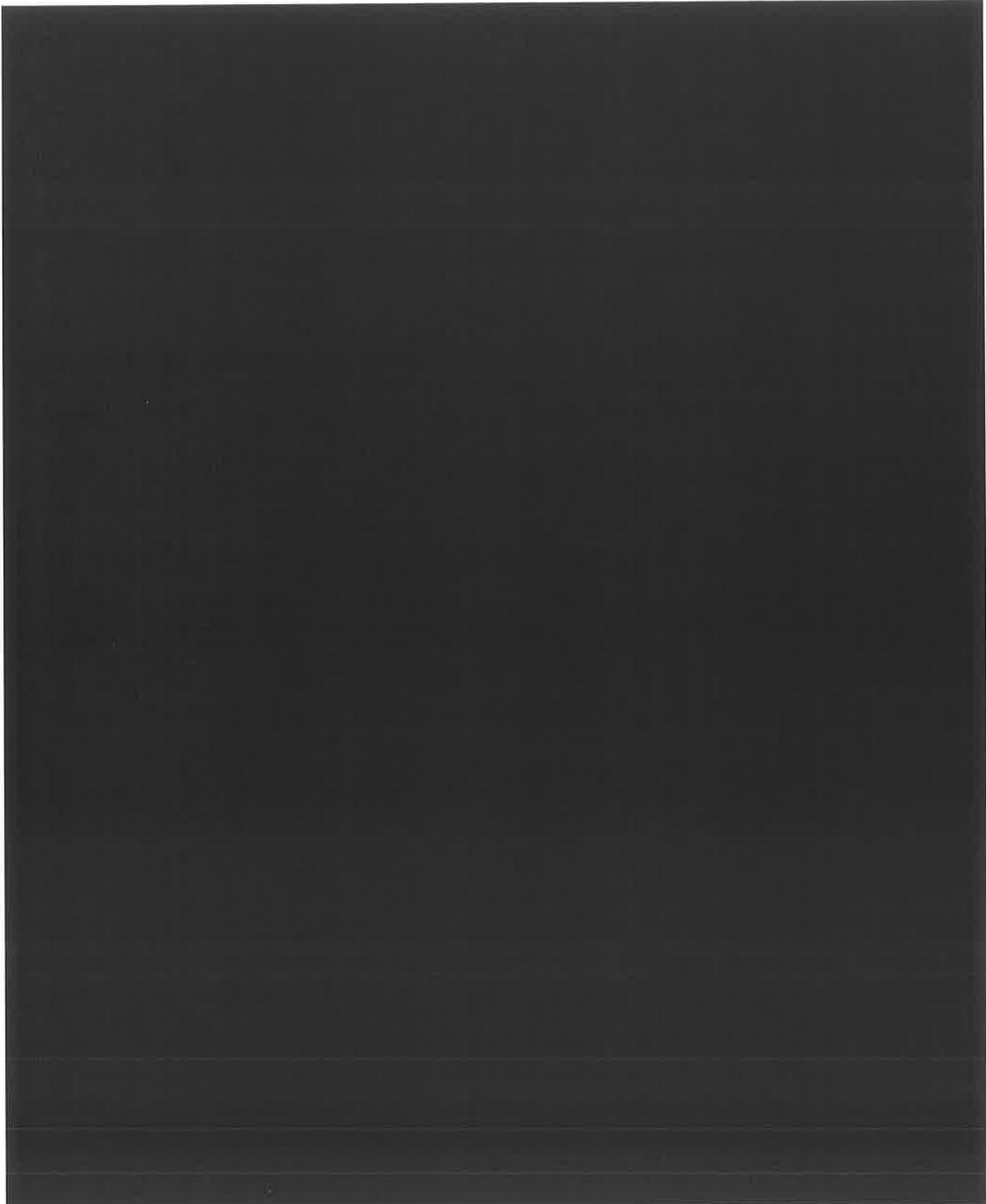




AWARD TASK ORDER # AID-OAA-I-12-00035  
ORDER # AID-306-TO-13-00009  
Afghanistan Trade and Revenue Project

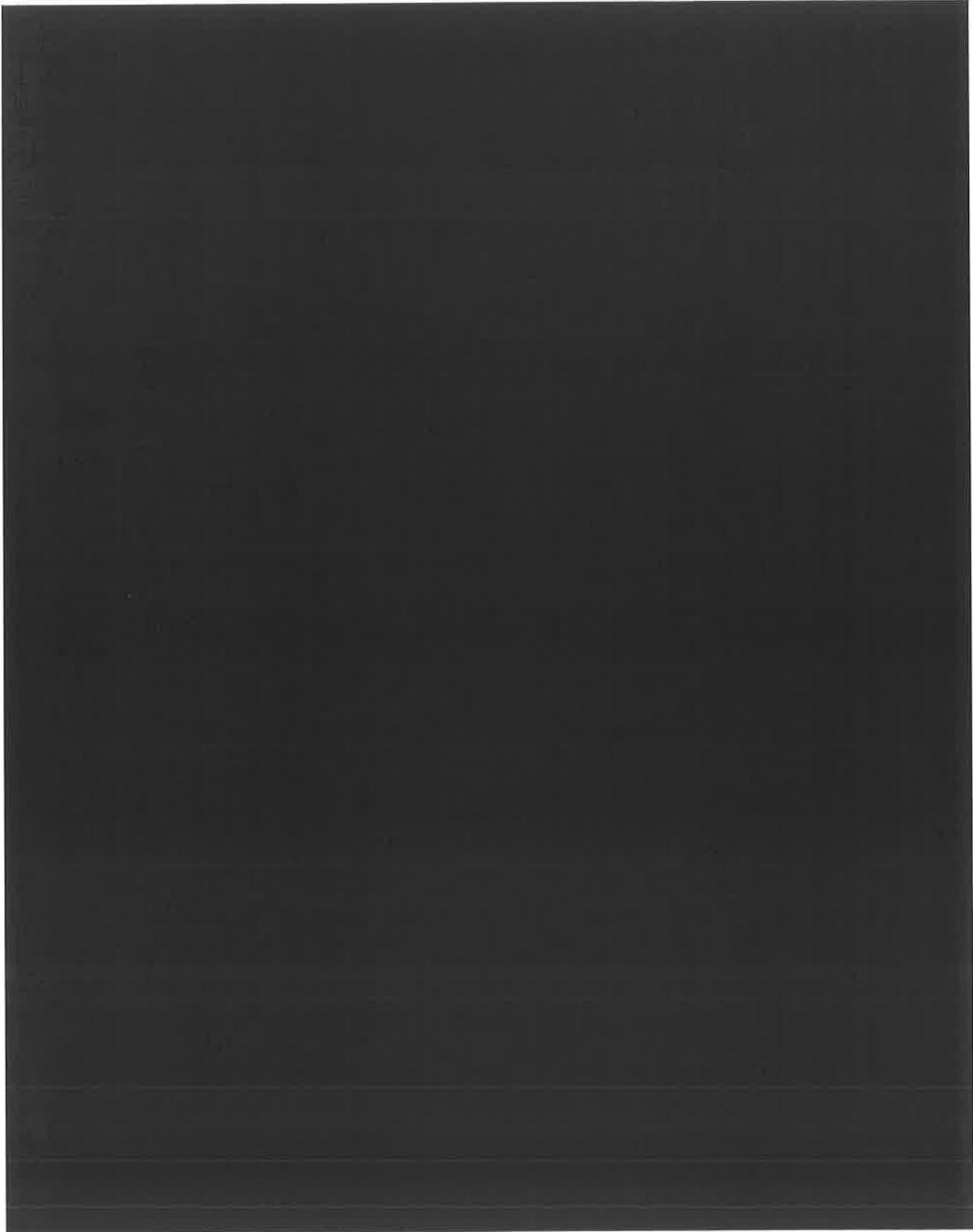


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[REDACTED]

#### C.4 CROSS-CUTTING AND OTHER THEMES

##### C.4.1 LOCAL CAPACITY DEVELOPMENT

A fundamental goal of USAID, expressed in the USAID Forward reform agenda, is to build the capacity of the partner government, local NGOs and the private sector while simultaneously accomplishing our immediate development objectives so that improvements introduced are sustainable and entities can continue to advance independently. This is especially true for this project, given that its implementation will occur during the transition of Afghanistan from NATO led counter-insurgency to an Afghan led transformation. The implications of this transition are that military force-protection for project support will be considerably decreased, if not entirely absent. Additionally, we can expect to see a gradual decrease in donor funding over the next decade as GIROA is expected to stand on its

own feet and take confident strides towards long-term development. Thus Chemonics must ensure that all of their activities account for and maximize potential for local capacity building. [REDACTED]

[REDACTED]

A significant amount of funds for Grants are being set-aside for the project with the aim that Chemonics uses these funds to support the projects objectives by progressively developing the capacity of local organizations. Additionally, USAID/Afghanistan highly encourages Chemonics to subcontract with local organizations to meet the goals and objectives of the project. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### C.4.2 GRANTS UNDER CONTRACTS (GUCS)

Building of Afghan technical capacity is a key cross-cutting priority for the Project. In order to support its capacity-building efforts as well as program implementation, Chemonics must provide limited grants to Afghan business associations, universities, think-tanks, non-profits or other stakeholders involved with private sector development. In line with the stated intention to conduct activities in various provinces and involve more non-government stakeholders, these should include

provincial and/or local organizations, as well as those operating at the national level. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### C.4.3 POSITIONING OF STAFF NATIONALLY AND REGIONALLY

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

Additionally, the project will work in the surrounding countries to promote regional integration of trade and customs processes. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### C.4.4 PUBLIC-PRIVATE PARTNERSHIPS

Public-private partnerships, either between Afghan and/or Central and South Asian entities or in combination with U.S. government or private sector entities (e.g., through a Global Development Alliance), are a vital means of spurring economic growth and transferring knowledge and resources. Chemonics is encouraged to propose means of facilitating the exchange of information and constructive dialogue within government and between the government and private sector stakeholders, at both national and local levels, concerning the adoption and implementation of policies, laws and regulations, and the provision of other types of assistance, in order to improve the environment for trade and investment while advancing the public interest. Additionally, program activities should be heavily coordinated with other USAID and donor programs to avoid duplication.

#### C.4.5 GENDER CONSIDERATIONS

USAID places emphasis on improving the status of women throughout Afghan society. In some instances, women's lack of education, undeveloped skills, and limited access to markets, credit and other business assets complicate economic growth efforts, as do cultural constraints limiting women's mobility and participation in public life. [REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### C.4.6 YOUTH CONSIDERATIONS

The younger generation of Afghans holds the key to the sustainability of a market-oriented economy and a democratic political system. Economic growth activities must give particular attention to providing opportunities for young people to participate in private sector development and job creation. In the informational campaigns and public-private dialogues about the benefits of regional trade and the WTO accession process and business opportunities arising from them, special efforts will be made to target young entrepreneurs and youth organizations, particularly any organizations with a business focus.

[REDACTED]

#### C.4.7 VULNERABLE POPULATIONS

This program is designed to facilitate the inclusion of all citizens of Afghanistan, including vulnerable populations. Key vulnerable groups include the Kuchis as well as other ethnic minorities, the disabled and the internally displaced persons. Issues related to outreach and public education will be key to ensuring that these populations are able to participate as feasible in trade development efforts so they can realize the benefits of stronger economic growth.

#### C.4.8 ANTI-CORRUPTION AND INCREASED TRANSPARENCY

Given the current pervasiveness of corruption in Afghanistan and its harmful impact on the trade and investment, anti-corruption efforts are vital. This is particularly true in the area of tax and customs administration, which is important for GIRoA revenues as well as for trade development. Increased awareness by the business community of the VAT and other taxes, as well as trade and customs laws and regulations, simplified and streamlined procedures and tariff bands, increased automation of customs operations, expanded public-private dialogue and more transparent policy-making processes should reduce both the incentives for businesses to pay bribes and the opportunities for government officials to seek them. Anti-corruption efforts are more likely to work if the public administration is simplified to the point where corrupt practices become either unnecessary or highly conspicuous and if citizens have come to the view that corruption is exceptional and unwarranted rather than standard operating procedure.

#### C.4.9 ANTI-EXTREMISM

This activity is directly aimed at promoting economic growth and poverty reduction, through engagement of both the public and private sectors to integrate Afghanistan into the international trade community. Achieving these goals is likely to be the most effective way to combat extremism. However, the program also includes an extensive public outreach and communications strategy designed to ensure that interested stakeholders at the central, provincial and local levels are informed about and involved in efforts to advance international trade and enable local businesses to benefit from market-based opportunities provided by trade agreements and trade facilitation measures. These activities will respect Islamic and cultural traditions while seeking to restore the pivotal place Afghanistan once held on the ancient Silk Road.

#### C.5 RELATIONSHIP TO MISSION STRATEGIC FRAMEWORK AND REGIONAL PRIORITIES AND REQUIREMENTS

##### C.5.1 RELATIONSHIP TO USG STRATEGY, REGIONAL PRIORITIES AND USAID STRATEGY

**USG Strategy & Regional Priorities:** The Project is directly in line with and contributes to the key pillars and priorities articulated in the *U.S. Civil-Military Strategic Framework for Afghanistan*, as updated in October 2012. According to the framework, in partnership with the international community USG efforts will support gains in security, governance, rule-of-law, and socio-economic development in order to achieve the critical goals necessary for Afghanistan to smoothly transition to

the Transformational Decade. The Project contributes to the Socio-Economic Development Pillar of the framework by working to promote sustainable and inclusive economic growth through private sector development, job creation, and regional economic integration, as well as the Governance Pillar through targeted interventions to strengthen revenue collection and budget management processes.

In particular, through support to GIRoA on revenue generation and trade policy liberalization, project targets Key Priority #3 of the framework, which calls for strengthened GIRoA capacity to become an enabler of private sector growth. The Project also directly contributes to Key Priority #2 under the Socio-Economic Development Pillar, which calls for Afghanistan's improved economic integration in the region. This Project will work to enhance access to regional markets, promote the adoption of cross-border transit agreements among South and Central Asian countries, and strengthen compliance of existing regional trade agreements (Afghanistan-Pakistan Trade and Transit Agreement, South Asia Free Trade Agreement). The efforts will enhance the trade connectivity between Afghanistan and other countries of the region along historical trade routes, thus attracting private sector investment and creating jobs and economic growth.

Under the Governance Pillar, The project will work towards Key Priority #3 to strengthen GIRoA's capacity to competently manage public finances in a fiscally sustainable manner. The project will work with large taxpayer offices, as well as other GIRoA agencies on VAT implementation, to increase GIRoA's ability to generate sufficient revenues to fund essential services. The Project may also support GIRoA to systematize the collection of certain non-tax revenues through entities such as the Traffic Directorate and state owned enterprises.

The Project contributes to the *U.S. Economic Growth Strategy for Afghanistan*, released by the National Security Staff (NSS) in October 2011. The NSS strategy aims to provide an organizing framework for USG, in partnership with GIRoA, to work towards the achievement of a sustainable, inclusive Afghan economy. The Project supports Pillar D of the NSS strategy, in that all interventions support the business environment and encourage investment. The Project will contribute to Pillar B (macro/fiscal policy) of the strategy by furthering GIRoA's continued progress in expanded domestic resource mobilization. Support to Pillar B of the NSS Strategy will greatly contribute to GIRoA's fiscal sustainability.

In terms of USG regional priorities, The Project plays a key role in realizing the *New Silk Road Initiative (2011)* which states that an Afghanistan firmly embedded in the economic life of a thriving South and Central Asia will support peace and stability throughout the region. The project works to assist Afghanistan and its neighbors to expand the network of economic and transit connections in South and Central Asia through improved trade policy, modernized customs procedures, and strengthened regional trade linkages.

The Project also supports a number of Key Initiatives articulated in the *Afghanistan and Pakistan Regional Stabilization Strategy (2010)*. As stated, the strategy directs USG civilian personnel to focus on reconstruction and development, improved governance and rule of law, the rights of women, and regional diplomacy in order to defeat the insurgency and further the goal of stability in Afghanistan. The Project contributes to a number of objectives and key initiatives under the strategies focus area of "Building an Economic Foundation for Afghanistan's Future". Projects efforts to create a more

business-friendly environment through regulatory reform will lead to job creation in the private sector (sub-Objective #1). Activities targeting GIRoA's ability to generate sufficient domestic revenues and to better manage public financial resources jointly promote the sustainability of public service provision (sub-Objective #2) and long-term fiscal sustainability (sub-Objective #4). Similarly, through the promotion of regional trade and private sector linkages, projects supports the enhancement of core value chains by promoting access to international markets (key initiative #2). Lastly, Project's work with the Afghan Customs Department to streamline customs processes, reduce administrative barriers, and reduce incentives for customs-related corruption directly supports the goal of "increasing border security and customs revenue" (key initiative #4).

**USAID Strategy**<sup>4</sup>: The Project activities will implement the *USAID Forward* principles of designing projects that align US Government resources with partner country priorities, evaluating projects and reporting publicly what works and what doesn't, investing in local organizations, forging high-impact public-private partnerships, and supporting the adoption of electronic payment systems and other innovative technology.

The Project contributes to the achievement of the USAID/ Afghanistan Assistance Objective 4: *A Developed Business Climate That Enables Private Investment, Job Creation, and Financial Independence*. The Project notably aligns with Intermediate Result 4.2: *Policy, legal, and regulatory framework for key economic sectors strengthened*.  
Intermediate Result 4.3: *Competitiveness of Private Sector Enhanced*.

The Project activities focus on strengthening revenue generation support Intermediate Result 4.1: *Effective fiscal and monetary policy implemented*. The Project will strengthen various GIRoA institutions to competently and efficiently collect revenues through both tax and non-tax mechanisms.

Within the broader USAID/Afghanistan portfolio, the project will play a vital role as part of a comprehensive, multi-dimensional assistance program aimed at strengthening Afghanistan's private sector, including infrastructure development; strengthening Afghanistan's economic policy and domestic enabling environment for business investment and growth; improving domestic revenue mobilization; increasing access to finance for micro, small and medium enterprises (MSMEs); enhancing the availability of skilled labor; and promoting agribusiness and alternative development throughout the country. Synergies among these programs will be reviewed, analyzed, and documented in the course of periodic mission-wide portfolio reviews.

The Project will complement USAID Democracy and Governance programming seeking to build the capacity of Afghanistan's Parliament. The Afghanistan Parliamentary Assistance Program (APAP) works directly with eight technical committees in Parliament to enhance their ability to draft, review, and analyze new legislation. The Project will complement APAP as we educate and build consensus among parliamentarians about the importance of enacting the VAT law and WTO related legislation to

<sup>4</sup> [http://www.google.com/url?sa=t&ret=j&q=2011-2015%20approved%20post%20performance%20%20afghanistan&source=web&cd=1&sqj=2&ved=0CC8QFjAA&url=http%3A%2F%2Fafghanistan.usaid.gov%2Fdocuments%2Fdocument%2FDocument%2F2268%2FUS\\_FOREIGN\\_ASSISTANCE\\_FOR\\_AFGHANISTAN\\_POST\\_PERFORMANCE\\_MANAGEMENT\\_PLAN\\_20112015&ei=8aIPUYq8Fsi80QGq-YDABA&usg=AFQjCNgn1zAlKiUR0IuVT0lr76abcBelsQ](http://www.google.com/url?sa=t&ret=j&q=2011-2015%20approved%20post%20performance%20%20afghanistan&source=web&cd=1&sqj=2&ved=0CC8QFjAA&url=http%3A%2F%2Fafghanistan.usaid.gov%2Fdocuments%2Fdocument%2FDocument%2F2268%2FUS_FOREIGN_ASSISTANCE_FOR_AFGHANISTAN_POST_PERFORMANCE_MANAGEMENT_PLAN_20112015&ei=8aIPUYq8Fsi80QGq-YDABA&usg=AFQjCNgn1zAlKiUR0IuVT0lr76abcBelsQ)

improve the policy enabling environment for the private sector. The Project activities also complement USAID agricultural programs by working closely with prominent actors in the agriculture sector, primarily through supporting participation in regional trade fairs and promotional events to encourage agri-business linkages across borders. Moreover, another key synergy between the two portfolios will be the technical assistance provided to enhance GIROA's ability to understand, regulate, and mandate quality standards on export-oriented food stuffs.

### C.5.2 RELATIONSHIP TO GIROA PRIORITIES AND COMMITMENTS

**Tokyo Mutual Accountability Framework (TMAF)**<sup>5</sup>: The Project is directly in line with the mutual commitments made within TMAF, and embodies the principles of inclusive and sustainable economic growth and development as articulated in the framework. The Project adheres to the TMAF principle of alignment with national priority programs, and contributes to the donor alignment commitment of 80%. The Project promotes sustainable economic growth through support to the principle of attracting both foreign and domestic private investment to the Afghan economy by improving fiscal sustainability, strengthening the business environment, and promoting regional economic integration. Moreover, project's development hypothesis adheres to the TMAF principle of promoting the integration of regional economies. Through support to customs reform, liberalized trade policies, competent public financial management, the adoption of cross-border transit agreements, and increased regional economic integration the project will contribute to more sustainable development efforts.

In terms of TMAF goals, project directly contributes to GIROA's commitments under **Goal 4: Government Revenues, Budget Execution and Sub-National Governance** and **TMAF Goal 5: Inclusive and Sustained Growth and Development**.

**Afghanistan National Development Strategy (ANDS)**<sup>6</sup>: The ANDS reflects GIROA's vision, principles, and goals for Afghanistan, and how the government plans to comprehensively address the security, governance, and development needs of the country. The Project fully aligns with and contributes to the stated ANDS goal under **Pillar 2: Good Governance, Rule of Law, and Human Rights**. The Project's work with the MoF, regional taxpayer offices, provincial directorates, and ACD on effective revenue generation significantly strengthens the "democratic institutions and practice" of GIROA. The broad based approach of project to strengthening public financial management will measurably improve GIROA's ability to deliver public services in a sustainable and fiscally sound manner.

The project also fully aligns with Pillar 3 of the ANDS and incorporates a number of the crucial cross-cutting issues essential for Afghanistan's sustainable development. **Pillar 3** articulates GIROA's priorities for promoting "**Economic and Social Development**" in Afghanistan, and emphasizes the importance of embracing a private sector led market economy in order to reduce poverty and improve human development indicators. The Project support to trade policy liberalization directly supports GIROA's priority focus on reforming the legal and regulatory framework in order to attract private

<sup>5</sup> [http://www.mofa.go.jp/region/middle\\_e/afghanistan/tokyo\\_conference\\_2012/tokyo\\_declaration\\_en2.html](http://www.mofa.go.jp/region/middle_e/afghanistan/tokyo_conference_2012/tokyo_declaration_en2.html)

<sup>6</sup> [http://www.undp.org.af/publications/KeyDocuments/ANDS\\_Full\\_Eng.pdf](http://www.undp.org.af/publications/KeyDocuments/ANDS_Full_Eng.pdf)

sector investment and growth.

In terms of the *cross-cutting issues* identified by the ANDS, The project incorporates several as part of its development hypothesis. GIRA's commitment to anti-corruption initiatives as a cross-cutting issue is fundamental to projects interest in streamlining and strengthening customs procedures, optimizing revenue generation, and building public financial management capacities. The Project will include *anti-corruption* measures, reducing opportunities for graft and rent-seeking, in all capacity building and systems modernization activities with the Afghan Customs Department and provincial budget directorates. As another ANDS identified cross-cutting issue, capacity development is at the core of many projects interventions. Working closely with the MoF, MoCI, and other partners project will prioritize the institutional *capacity development* that ensures the long-term sustainability of planned outcomes. Strengthened institutional capacity will ensure that gains made toward WTO accession, regional integration, and customs and tax administration reform are long-standing and lead to the ultimate goals of economic growth, employment, and increased fiscal sustainability. Lastly, project fully incorporates the cross-cutting issue of *regional integration* throughout its programming. In line with ANDS priorities, project will work to increase and deepen Afghanistan's participation in region-wide initiatives, notably trade and transit agreements, and to extend regional cooperation on border management issues.

**National Priority Programs (NPP)**<sup>7</sup>: The Project fully aligns with GIRA's NPP "*Integrated Trade and SME Support Facility*" of the private sector development cluster.

### C.5.3 RELATED DONOR AND USG PROGRAMS

Given the crosscutting nature of a policy reform project with regional aspects, the contractor will be required to communicate and coordinate closely with other USAID projects in Afghanistan and in the regional countries - Pakistan, India, and Central Asia, as well as with other USG activities to ensure consistency of effort. Coordination with other donors in Afghanistan and the region is also critical. A strong communication and cooperation strategy is essential for the success of this project.

USAID/Afghanistan has a number of ongoing and planned activities, through implementing partners or directly with the Government of Afghanistan through on-budget awards. These include but are not limited to FAIDA, ABADE, the Investment Climate Reform Program in Afghanistan, Commercial Horticulture and Agricultural Marketing Project (CHAMP), and the Regional Agricultural Development Program (RADP), as well as planned activities in mobile technology and an on-budget activity supporting public financial management reform.

CENTCOM/STATE/DHS are all funding pieces of the BMTF which focuses on counter narcotics, training for the Afghan Border Police (ABP) and Customs officers and general customs issues. TAFAs has always coordinated closely with the BMTF and its State liaisons the Borders Office and this project must continue that relationship.

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<sup>7</sup> <http://mof.gov.af/en/page/3976>

The International Monetary Fund has the lead in setting overall fiscal priorities, structural benchmarks, and revenue targets with the GIROA. The is a key technical assistance mechanism for the GIROA to meet these benchmarks and targets.

The World Bank is funding the ASYCUDA project which aims to install the ASYCUDA system at all of the BCPs and ICDs in Afghanistan. To date they have reached the major customs locations but have not rolled it out to the many small BCPs.

The Asian Development Bank is a leading partner in regional integration through their work on CAREC corridors, trade facilitation, private sector development, and the management of the Afghanistan Infrastructure Trust Fund, which is focused on building sustainable infrastructure linkages in the region.

World Bank works to strengthen GIROA public financial management through its *Public Financial Management Reform II* (PFMR II) project which includes implementation of the Afghanistan Financial Management Information System (AFMIS), training for internal and external audit functions, and restructuring of procurement departments.

DFID is working with the Ministry of Finance to draft the VAT law.

Canadian Embassy is funding the Afghan Pakistan Cooperation Council which has had an initial meeting of customs officials and border police from both countries and aims to resolve trade barriers at a more local level as well as feed recommendations up to the Afghanistan Pakistan Trade and Transit Coordinating Authority (APTTCA) meetings which are supported on the Afghan side by USAID. They are also looking at funding some small security equipment projects (high resolution cameras, GPS units, etc.) proposed by ACD in conjunction with TAFA advisors.

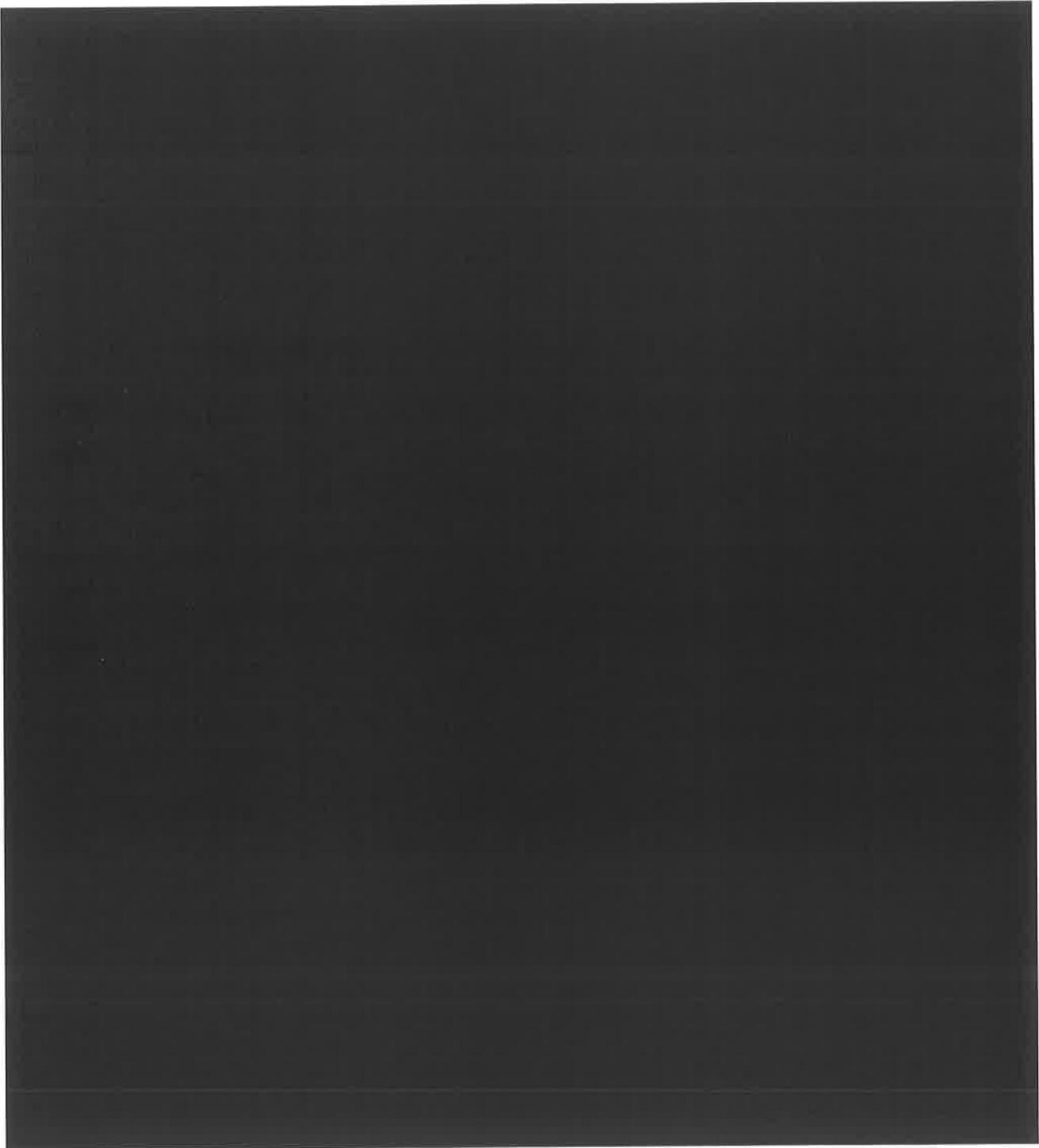
Japanese Embassy has funded border infrastructure in the past such as bridges and office buildings for customs. They do not have current projects, but are still interested in engaging the customs department and supporting future projects.

## C.6 EXPECTED RESULTS AND PERFORMANCE MANAGEMENT PLAN

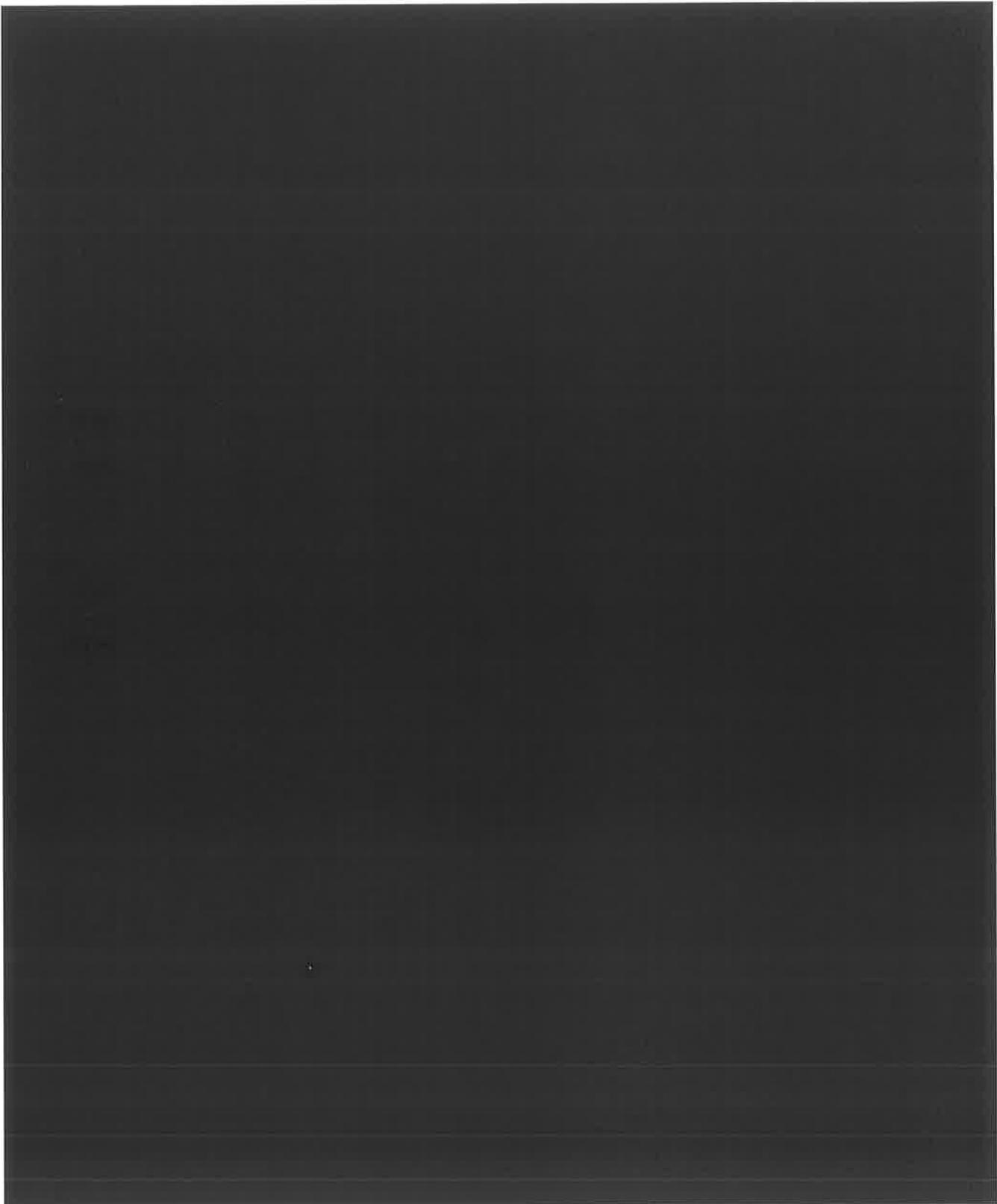
As a direct result of the project, Afghanistan can expect to experience stronger economic growth due to higher export volumes, lower import prices and trading costs, and increased private sector investment; and higher revenue collection due to improved compliance in collection of revenue. Greater trade volumes also facilitate the exchange of new technologies and knowledge, thus improving domestic productivity in traded and non-traded sectors alike. In addition, the reforms necessary for WTO accession have been proven to strengthen institutions, improve governance, and support liberal trade regimes, which otherwise would come under frequent protectionist pressures. As important as WTO membership is, the legislative and capacity building process involved in reaching this milestone, and which this project will facilitate is equally important. Afghanistan capacity to facilitate trade and negotiate agreements, regionally and internationally will also be strengthened. All these elements will improve the environment for private sector development, trade, and investment. [REDACTED]

[REDACTED]

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Chemonics must produce a draft Performance Management Plan (PMP) as part of the proposal submission and must include the following Assistance Objective and Intermediate Results of the Mission's Economic Growth Results Framework in their proposal:

AO 4: A Developed Business Climate that Enables Private Investment, Job Creation, and Financial Independence<sup>9</sup>;

IR 4.1 Effective fiscal and monetary policy implemented

IR 4.2: Policy, legal, and regulatory framework for key economic sectors strengthened;  
(Specifically) Sub IR 4.2.2: Trade Regime Improved;

IR 4.3: Competitiveness of private sector enhanced

The Project will support these results while addressing the outcomes listed below. Chemonics must present a PMP that demonstrates how all outcomes will support a robust and evidence-based results framework. The PMP will include all relevant results, indicators, and targets by year. In addition to the required indicators listed below, the PMP will include two to three additional indicators per outcome reflecting the targets presented in the CLINs. In addition, wherever possible Chemonics must disaggregate all indicators in the PMP by gender and also must present the PMP using the information provided below as a starting point with adjustments made based on the specific technical approach and methodology for gathering data.

**Indicators for The project (measured year-on-year):**

- Average Customs processing time (overall and per border crossing)
- Number of documents/procedures required to import and export
- Number of public events held to discuss trade and business policy matters with stakeholders and the public (measured by province, participants by gender)
- Change in public perception toward trade
- Change in World Bank's Doing Business, *trading across borders* indicator.
- Number of tax officers trained
- Change in public perceptions toward VAT
- Number of VAT audits conducted
- Percentage of audit cases selected using risk-based criteria
- Share of cases yielding additional assessment (revenue) to cases selected for audit
- Percentage of amount assessed through tax audit which is actually collected

Chemonics will report on the following high-level indicators, but will not be accountable for achieving specific targets:

<sup>9</sup> See attached U.S. Development Strategy for Afghanistan 2011-2015 – Assistance Objective 4: A Developed Business Climate that Enables Private Investment, Job Creation, and Financial Independence

- Growth in trade volume (import, exports, transit; overall/per border crossing, by country, by commodity group; month, quarter)
- Growth in customs revenue (overall and per border crossing)
- Number of laden vehicles crossing Torquandi, Hairatan, Sher Kan Bandar, Torkham and Wesh in each direction
- Value of goods imported to the US taking advantage of GSP
- Ratio of revenue collection to GDP
- Ratio of VAT revenue to total tax revenue
- Customs (non-tax) revenue increase

#### **Operational Plan Indicators:**

- Number of consultative processes with private sector as a result of USG assistance
- Number of USG supported training events held that related to improving the trade and investment environment, number of participants (female/male), and persons days of training
- Number of USG supported training events related to implementation of the VAT

Chemonics must be prepared to set targets, and report on progress made with respect to the indicators, at least annually and at the request of the COR at any time. Such reports should explain any variances between the indicator targets and actual results and demonstrate how activities conducted under this Contract contributed to these outcomes. Reports from Chemonics will include disaggregation by gender impact and budget expenditures, activities, and results by province.

#### **C.7 KEY/ESSENTIAL PERSONNEL**

The minimum qualifications for each are as follows:

1. *Chief of Party (COP):*
  - a. Candidates for COP must have a Bachelor's Degree with 15 years of relevant work experience, a Masters/JD with 12 years of relevant work experience, or a PhD degree with 10 years of relevant work experience.
  - b. Experience in post conflict/transitional countries
  - c. Prior experience managing (as COP, DCOP or similar position) a large, complex development project
2. *VAT Program Manager (VPM):*
  - a. Candidates for VPM must have a Bachelor's Degree with 15 years of relevant work experience, a Masters/JD with 12 years of relevant work experience, or a PhD degree with 10 years of relevant work experience.
  - b. Experience in post conflict/transitional countries
  - c. Experience managing a large staff in a complex environment

3. *Liberalized Trade Regime Manager (LTRM):*
  - a. Candidates for LTRM must have Bachelor's Degree with 15 years of relevant work experience, a Masters/JD with 12 years of relevant work experience, or a PhD degree with 10 years of relevant work experience.
  - b. Experience in post conflict/transitional countries
  - c. Experience managing a large staff in a complex environment
4. *Regional Trade Integration Manager (RTIM):*
  - a. Candidate for RTIM must have a Bachelor's Degree with 15 years of relevant work experience, a Masters/JD with 12 years of relevant work experience, or a PhD degree with 10 years of relevant work experience.
  - b. Experience in post conflict/transitional countries
  - c. Experience managing a large staff in a complex environment
5. *Compliance Officer:*
  - a. Certification from an internationally recognized compliance or auditing organization preferred, such as Institute of Internal Auditors (IIA), International Standards Organization (ISO), and American Society for Quality (ASQ) or International Register of Certificated Auditors (IRCA) is required.
  - b. At least ten years' experience in audit, procurement, finance, management or legal; and
  - c. Demonstrated knowledge of regulations, policies and compliance requirements related to international assistance programs.

Below are those positions which are considered essential to the performance of the task order. Though these positions are not key personnel, Offerors must ensure that they are filled with qualified individuals as required below.

6. *Deputy Chief of Party (DCOP):*
  - b. Candidates for DCOP must have a Bachelor's Degree with 15 years of relevant work experience, a Masters/JD with 12 years of relevant work experience, or a PhD degree with 10 years of relevant work experience.
  - c. Experience in post conflict/transitional countries
  - d. Experience managing (as COP, DCOP or similar position) a large or complex development project.
7. *Customs Reform Manager (CRM):*
  - a. Candidates for CRM must have a Bachelor's Degree with 15 years of relevant work experience, a Masters/JD with 12 years of relevant work experience, or a PhD degree with 10 years of relevant work experience.
  - b. Experience in post conflict/transitional countries
  - c. Experience managing a large staff in a complex environment

**END OF SECTION C**

## SECTION D – PACKAGING AND MARKING

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### D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

### D.2 BRANDING STRATEGY FOR PROJECT ACTIVITY

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

Program Name: Afghanistan Trade and Revenue Project

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

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

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

### D.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" at

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<http://transition.usaid.gov/policy/ads/300/320.pdf> ; and USAID “Graphic Standards Manual” available at [www.usaid.gov/branding](http://www.usaid.gov/branding), or any successor branding policy. The contractor’s Branding Implementation Plan (BIP) and Marking Plan (MP) will be incorporated in this contract by a modification ad per D.1 (d) above. The contractor will submit this to TOCOR within 60 days of the award together with work plan. The TOCOR will work with the (IP) to provide an acceptable plan. Refer to USAID Specific Graphic Identity (USGI) ADS 320.3.6.

**END OF SECTION D**

## SECTION E - INSPECTION AND ACCEPTANCE

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### E.1 TASK ORDER PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in this Task Order will be conducted jointly by the Task Order Contracting Officer's Representative (TOCOR) and the Task Order Contracting Officer (TOCO), and shall form the basis of the Contractor's permanent performance record with regard to this Task Order.

### E.2 FAR 52.246-6 INSPECTION AND ACCEPTANCE – TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

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

### E.3 MULTI-TIERED INSPECTION/MONITORING OF DEVELOPMENT ASSISTANCE SERVICES

- Monitoring and evaluation programs should be utilized in order to assess the impact of the programs and whether or not objectives are being achieved and if they should be adjusted. The Contractor must input all required information into the USAID Afghan Info System (or any successor database) on a quarterly basis.
- In order to acquire the services specified in this contract USAID/Afghanistan has allocated internal resources sufficient to manage the contract activity, which must include appropriate surveillance of Contractor's performance. Development assistance to be implemented under this contract relies on engagement of local social/cultural systems in an effort to produce an effect that USAID and the host country government have agreed is desirable. As a result, discrete variables operating at various levels within the various social/cultural domains of the host country can influence the outcomes and effects expected from implementation of the activities and tasks called for by this award.
- As of the date of award, the types of activities and tasks to be provided by Contractor hereunder have been reasonably calculated to achieve desired, agreed-upon effects in the Afghan development context, and the Work Plan, PMP, and associated documentation, as approved by USAID and operationalized through Contractor's implementation of activities, shall comprise key components of the Contractor's inspection system. At the same time, due to the dynamic variability of the development context, Contractor's shall ensure regulator review and updating of the inspection system to ensure that the system itself and the data it produces are in compliance with:
  - a) applicable regulations or changes thereto, including the FAR;

- b) relevant USAID operating policy found in the Automated Directives System (ADS) and associated reference documents;
  - c) USAID/Afghanistan Mission Orders and Implementing Partner notices and other initiatives relevant to inspection of Contractor performance.
  - d) any within-scope technical direction provided by the designated COR; such as, for example, guidance regarding USAID/Afghanistan approaches to Multi-Tiered Monitoring and Evaluation.
- Inspection / Monitoring System Analysis and Reporting. Contractor's inspection system shall be addressed in a separate section in the progress reports called for hereunder, entitled "Inspection System". The first quarterly report called for hereunder shall articulate of the details of Contractor's Inspection/Monitoring System, including methodologies and operating protocols relied upon for the collection/detection, characterization (e.g., reliability), analysis, and reporting of data and information. Subsequent reports shall cover adjustments to the overall inspection / monitoring system and include analysis of collected information. The analysis provided shall be sufficiently documented and detailed so as to clearly demonstrate connections (and any presumed or associated effects) between the data collected and:
    - i. Contractor's activities implemented under this award;
    - ii. Milestones and Deliverables specified in Section F of this award;
    - iii. Recommendations for within-scope changes to planned activities being implemented under this award; and
    - iv. USAID's development assistance objective for Afghanistan and the Baseline Conclusions upon which the approach is based; including assessment of whether the data is consistent or inconsistent with the Baseline Conclusions.

The services contracted by this award are based on design and planning that considered the above factors and included examination of available data and information specific to the Afghan development context. Design and planning incorporated up to date knowledge from multiple disciplines and specialized areas of knowledge as were relevant to the scope of work. The resulting set of key Baseline Conclusions ("assumptions") form the basis for the design of project and the activities to be carried out under this contract should:

Be sufficiently documented and detailed so as to clearly demonstrate connections (and any presumed or associated effects) between the data collected and the Contractor's activities implemented under this award.  
Include recommendations for within-scope changes to activities planned or implemented to assure achievement of expected results.

**END OF SECTION E**

**SECTION F – DELIVERIES OR PERFORMANCE**

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F.1 PERIOD OF PERFORMANCE

The estimated period of performance for this task order is four years from the date of Task Order Contracting Officer's signature.

F.2 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

Karin McFarland  
Task Order Contracting Officer's Representative  
Trade Development Officer  
Office of Economic Growth and Infrastructure  
USAID/Afghanistan

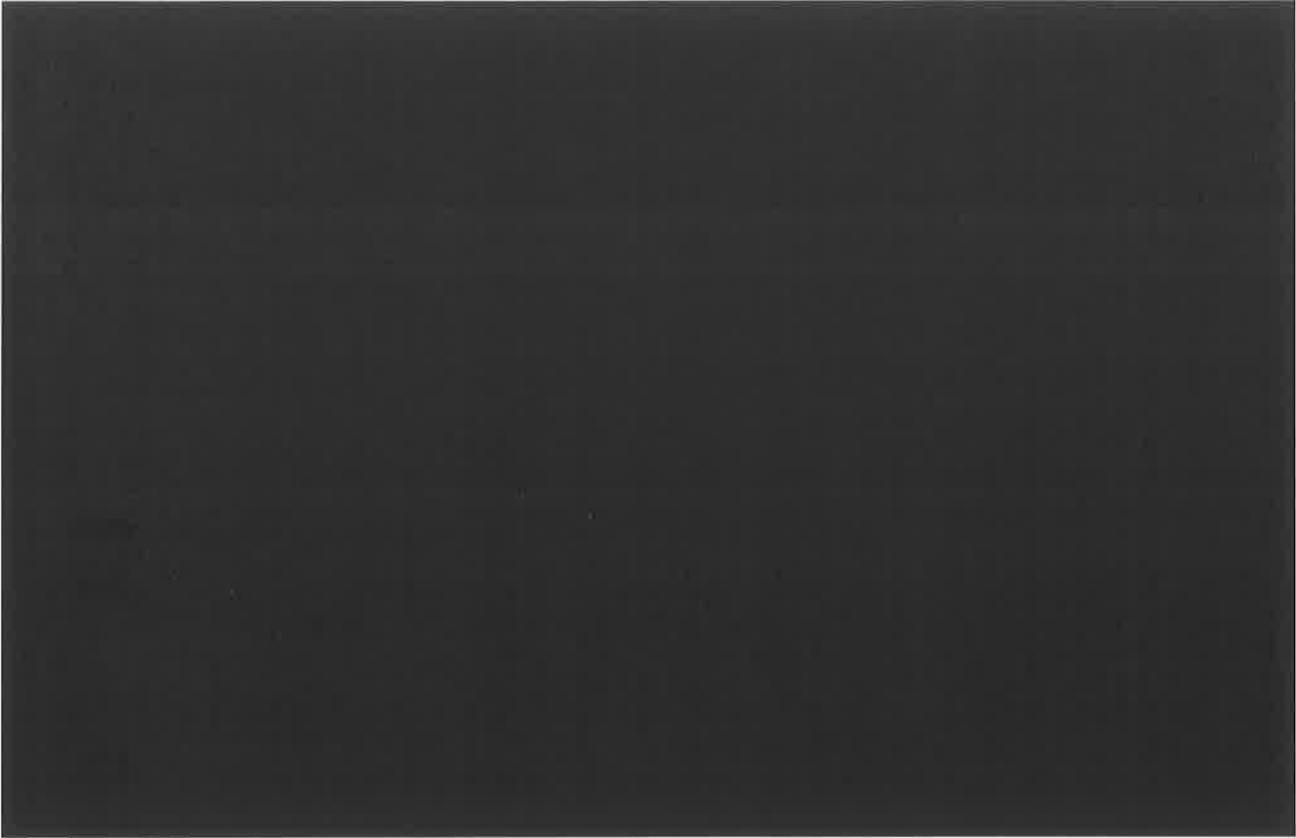
[REDACTED]  
[REDACTED]  
[REDACTED]

Maychin Ho  
Contracting Officer  
USAID/Afghanistan  
Office of Acquisition and Assistance – Kabul  
US Embassy

[REDACTED]

F.3 WORKDAYS ORDERED

- (a) Functional Labor Categories (The chart below is a result of final negotiations and the Task Order is finalized.) (Most of the labor proposed is within the rates in **Section B.5 Labor of the Basic IQC**, **Chemonics did not propose lower fixed daily rates and local-hire multipliers than those listed in the Basic IQC**.) The following below is a complete chart for all four years of the performance period, including a summary chart of the total period of performance (year 1, year 2, etc., total four years).



#### F.4 PLACE OF PERFORMANCE

The place of performance under this Task Order is principally Afghanistan with significant work in surrounding countries, most likely focused on Tajikistan, Kyrgyz Republic, Uzbekistan, and Turkmenistan.

#### F.5 AUTHORIZED WORK DAY / WEEK

1. Overtime/premium pay  
No overtime or premium pay is authorized under this Task Order. A six-day workweek is authorized.
2. Non-overseas employees  
The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.
3. Overseas Employees  
The work week of the Contractor's overseas employees shall not be less than 40 hours and shall

be scheduled to coincide with the work week for those employees of the USAID/Afghanistan Mission and the Cooperating Country associated with the work of this contract.

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

5. Overseas Allowances  
Overseas allowances (other than per diem), if any, shall be in accordance with the clause of the basic IQC entitled "Differentials and Allowances" (AIDAR 752.7028) and the Standardized Regulations, and shall include, for each individual for whom the allowance will apply, the type of allowance, the calculation of the allowance, and the total overseas allowances costs.

Post differential and danger pay allowances under AIDAR clause 752.7028 are calculated by applying the percentages established by the Department of State for U.S. Government employees for each allowance to a maximum 40 hour workweek, regardless of whether the Contractor has been authorized a workweek in excess of 40 hours. If the Contracting Officer has authorized a workweek in excess of 40 hours, then additional non-premium pay salary and related fringe benefits may be paid for hours worked, but payments for post differential and danger pay are limited to the percentage rates applied to a maximum of 40 hours. "Non-premium pay" means an hourly rate of pay that is no more than the regular hourly rate of pay for a maximum 40 hour workweek.

#### F.6 DELIVERABLES, REPORTS AND PLANS

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

##### A. Deliverables

Institution of Electronic Payment Capability for Customs Duties and Fees	The Contractor will implement the option to pay customs duties and fees electronically through most commercial bank operating in Afghanistan. This will be one of the most revolutionary changes in the way trade is currently carried out. Other technologically advanced options will be considered further into the contract.
Trade Policy Analysis Unit	The Contractor will strengthen the Unit's analytical capability to the point that the TPAU will be able to independently (that is, without further support from donors) undertake sophisticated trade data analyses, trade sector analyses, analyses of impact and implication of trade policy reforms to be used by GIROA in making policy decisions and

	negotiating trade agreements, and any other analysis or document that is within TPAU's scope of work. The Contractor will also establish a mechanism for TPAU to interact and work with stakeholders including GIROA ministries and agencies, private sector, academia and civil society, for easy use of this unit's services. The outcome of this intervention will be that the work of this unit will be a key component for decision-making in determining the economic direction of Afghanistan.
Trade Remedies Unit	The Contractor will support the establishment of Trade Remedies Unit in the Ministry of Commerce and Industries, or other relevant ministry or agency, as part of the implementation of WTO-acquired responsibilities at accession.
Competition Office	The Contractor will support the establishment of Competition Office in the Ministry of Commerce and Industries, or other relevant ministry or agency, as part of the implementation of WTO-acquired responsibilities at accession.
Advance Ruling Unit	The Contractor will support the establishment of Advance Ruling Unit in the Ministry of Finance, or other relevant ministry or agency, as part of the implementation of WTO-acquired responsibilities at accession.
IP Border Enforcement	The Contractor will support the establishment of Intellectual property Border Enforcement in the Ministry of Finance, or other relevant ministry or agency, as part of the implementation of WTO-acquired responsibilities at accession.

B. Reports and Plans

<b>DELIVERABLE</b>	<b>DESCRIPTION AND DUE DATE</b>
Work Plan	The contractor will submit detailed annual work plans to the TOCOR on an annual basis, with the first year work plan to be submitted within 60 calendar days of the award. Subsequent work plans shall be submitted 45 calendar days prior to the start of the following project year. The Annual Work Plan (AWP) should include a list of tasks to be completed during the year and take into account lessons learned in the prior year of implementation. For each task, the contractor should 1) explain in brief its connection to the objective; 2) define the necessary steps to complete the task; 3) assign responsibilities for completing those steps; 4) a timeline for the implementation of the task; and 5) how the task will be implemented in order to become sustainable
Monitoring, Evaluation and Reporting Plan	The contractor will submit a complete and comprehensive Monitoring, Evaluation and Reporting (MER) plan to the TOCOR within 30 calendar days of award in accordance with ADS 203. This plan should parallel the USAID Afghanistan Mission Monitoring and Evaluation (M&E) plan and thus will require consultation with the Office of Program and Project Development (OPPD) M&E unit. The MER should account for the USAID new strategic framework for foreign assistance and should be designed to easily comply with requirements for common indicators and reporting requirements of USAID at both Mission and Agency levels.
Management Plan	The Contractor will submit a management plan within 30 calendar days of award to indicate how it will staff, support, monitor, and manage its provincial and regional (external) staff. The report will include justifications for staffing levels, office considerations, transportation, government policies and relations, and trade/customs status.
Biweekly Status Reports	Biweekly reports (biweeklies) are intended to be brief highlights of achievements across components. Such reports are meant to be shared with the USG community and other donors, in the field and in Washington, and Afghan counterparts to highlight progress and milestones achieved. Consideration of Dari and Pashtu versions as part of the public-outreach effort is suggested.

<b>DELIVERABLE</b>	<b>DESCRIPTION AND DUE DATE</b>
Monthly Financial Report by Component and Subcomponent	This report should be based on the invoice submitted and should contain the same detail. This monthly document will report on expenditures by area of support and demonstrate to which component and subcomponent the expenses are attributable. Expenses that apply to all components can be prorated unless it is obvious that a component or subcomponent benefits the most and therefore a greater share should be allocated to it. The final format and information for this report will be presented to USAID for its approval within 30 calendar days after commencement of work.
Short-Term Consultant Reports	Unless otherwise agreed to in writing by the TOCOR, the Contractor will submit within 3 calendar days prior or 10 calendar days following departure of a Consultant, a brief (1-3 pages) written report or short presentation that describes the purpose of the consultancy, progress made, and any observations to be shared; identifies issues and/or problems encountered; and details expected follow-on activities by resident Contractor staff as well as actions to be performed by participating counterparts. Also, the Contractor will submit to the TOCOR any reports produced by the Short-Term Consultant.
Grant Under Contract Manual	The Grant Under Contract Manual will be submitted to the COR within 45 calendar days of the effective date of the contract. The Contractor must then work with USAID to finalize the document within 90 calendar days of the effective date of the contract.
Monthly Progress Reports	The monthly reports, which shall be submitted electronically to the TOCOR by the 10 <sup>th</sup> calendar day of the month following the month being reported, are intended to be concise reports (no more than 20 pages) that summarize progress toward accomplishment of the benchmarks set forth. The monthly reports should (1) identify implementation issues, (2) give an update of progress made toward fulfillment of the Project results, (3) contain a discussion of obstacles encountered and possible delays, if any, in fulfillment of activities included in the work plan, and/or achievement of targets set forth in the PMP, (4) set forth proposed changes, if any, to the work plan; and (5) contain a forecast of activities for the month period immediately following the period being reported.

<b>DELIVERABLE</b>	<b>DESCRIPTION AND DUE DATE</b>
Monthly Progress Reports (cont.)	To minimize duplicative effort, the monthly report will not be due on the month that coincides with the submission of the quarterly report. In other words, the monthly report for March will not be due because it coincides with the submission of the Quarterly report for Jan-March.
Quarterly Progress Reports	<p>The Contractor shall submit quarterly performance reports to the TOCOR within 30 calendar days of the end of each calendar quarter reflecting results and activities of the preceding quarter. The report shall describe the plan for the reporting period (as set forth in the annual work plan) and assess overall progress to that date in relation to agreed-upon performance indicators and PMP for that quarter. A description of the specific accomplishments of the Contractor, including specific results of STTA during the quarter should also be provided, including information on all activities, both ongoing and completed, by component, and geographically by province and district. The quarterly reports shall highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. These reports should summarize project progress against tasks and benchmarks, including tasks assigned through technical directives and identify implementation issues that may inhibit or enhance contractor performance. In each quarterly report the Contractor shall include SUCCESS STORIES which provide information that demonstrates the impact that the activity/program has had during the reporting period through materials such as stories, quotes and photos. The reports will also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable.</p> <p>Annual reports will be in lieu of fourth quarterly reporting.</p>
Annual Report	There are two cycles of annual reporting – the Project annual report and input to the Mission’s annual report. For the Project annual report, the Contractor shall submit a draft report 15 calendar days prior to the end of the contract year, indicating progress made toward achieving desired results within a given time frame, capturing results against the project PMP in a format agreed with by the TOCOR. The TOCOR will provide comments within 15 calendar days, and the Contractor shall then submit a final draft to the TOCOR for approval within 15 calendar days of receipt of the TOCOR’s comments. For the Mission annual report, input shall be submitted in draft to the TOCOR by an

<b>DELIVERABLE</b>	<b>DESCRIPTION AND DUE DATE</b>
Annual Report (cont.)	Agreed-upon date and format that allows sufficient time to meet Mission deadlines, generally in October. The Contractor shall be prepared to track and report performance data overall and by province for both reporting cycles. The Contractor shall be expected to provide brief summaries of annual results in local languages to contribute to building Afghan understands and support for advancing trade-related reforms.
Mid-Point Gender Analysis	The Contractor will perform and provide the TOCOR with a gender analysis at the mid-point of the contract to determine the extent to which both sexes participate and benefit and the degree to which the project has reduced gender disparities and improved the situation of disadvantaged girls and women. The report will also contain recommendations for improving the manner in which the project addresses gender disparities.
Mid-Point Sustainability Analysis	The Contractor will perform and provide the TOCOR with a sustainability analysis at the mid-point of the contract to determine if measures to ensure the sustainability of changes introduced by the project are providing the desired results and to propose changes and new approaches.
Final Program Report	<p>The Contractor shall prepare and submit electronically to the TOCOR, no less than 30 calendar days prior to the estimated end-date of this contract, a detailed draft final/completion report which summarizes the accomplishments and impact in relation to the expected results and PMP, and recommendations regarding future and unfinished work. The final draft shall be submitted no later than the estimated end-date of this contract. The report will include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• a discussion of the impact of the project as compared to baseline conditions and data, and analysis of Afghanistan’s trade environment and performance;</li> <li>• an estimate and/or a description of economic growth achievements, including changes in economic indicators, laws and regulations adopted and implemented, increased institutional and human capacity, etc.;</li> <li>• a description of all public and private-sector institutions and organizations worked with in connection with project components and an evaluation of their strengths and weaknesses;</li> </ul>

DELIVERABLE	DESCRIPTION AND DUE DATE
Final Program Report (cont.)	<ul style="list-style-type: none"> <li>• a discussion of problems encountered, objectives not fully achieved and lessons learned, and suggest ways to resolve identified constraints;</li> <li>• incorporation of any additional/available evaluative data compared to project results and any explanatory background; and</li> <li>• a final financial report.</li> </ul> <p>The final/completion report shall also contain an index of all reports and information products produced under this contract. The Completion Report shall provide recommendations for follow-on work that might complement the work completed under the contract. The TOCOR will provide written comments, and the Contracting Officer may likewise add written comments, which the Contractor will address in revising the draft and submitting a final Completion Report.</p> <p>The COR is required to document/certify in the official CO file on a quarterly basis that the contractor is complying with specific reporting/delivery requirements.</p>
Demobilization Plan	The Demobilization Plan will be submitted to the TOCOR no later than 90 calendar days prior to commencement of program demobilization.
Other Reports and Deliverables	The Contractor shall prepare and disseminate, as directed in the Annual work plan and by the TOCOR, other reports and deliverables needed to accomplish the purpose of this contract, such as technical reports prepared by in-country staff and short-term consultants, studies of policy and other issues, products, sectors, markets, technologies, etc.

### C. Reporting Requirements

Hard copies of all reports and deliverables, as well as electronic versions of the same, shall be sent to the Designated Task Order Contracting Officer (TOCO) and the Designated Task Order Contracting Officer's Representative (TOCOR) at the following address:

USAID/Kabul  
United States Embassy  
Great Masood Road  
Kabul, Afghanistan

#### F.7 KEY/ESSENTIAL PERSONNEL

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

<u>Position Title</u>	
Chief of Party	
VAT Program Manager	
Liberalized Trade Regime Manager	
Regional Trade Integration Manager	
Compliance Officer	

The personnel specified above are considered to be essential to the work being performed hereunder. Section C.7 specifies minimum qualifications for Key/Essential Personnel. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID COR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

**END OF SECTION F**

## SECTION G – TASK ORDER ADMINISTRATION DATA

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### G.1 CONTRACTING OFFICER'S AUTHORITY

The Task Order Contracting Officer is the only person authorized to make or approve any changes in the requirements of this task order and notwithstanding any provisions contained elsewhere in this task order, the said authority remains solely in the Task Order Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Task Order 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 price.

### G.2 TECHNICAL DIRECTION

The Office of Economic Growth and Infrastructure (OEGI) shall provide technical oversight to the Contractor through the designated TOCOR. The Task Order Contracting Officer has issued a letter appointing the TOCOR for the task order and provides a copy of the designation letter to the contractor. The technical directions referred here include but not limited to:

(a) Technical Directions is defined to include:

- Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- 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 statement of work in Section C.

(b) The Contracting Officer, as stated in Section G.1 above, will issue a modification to this contract, or by separate designation letter, authorizes the COR 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:

- Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- 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.
- Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- 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. The TOCOR is to record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

- Obtain necessary security clearance and appropriate identification if access to Government facilities as is required. If to be provided, ensure that Government furnished property is available when required.

#### LIMITATIONS:

The COR 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 COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules shall be made only by the Contracting Officer.

#### (c) 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 [FAR] and Agency for International Development Acquisition Regulation [AIDAR]). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas:

- scope of work,
- price,
- quantity,
- technical specifications,
- delivery schedules, and
- contract terms and conditions.

In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(d) Failure by the Contractor to report to the Contracting Officer any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(e) In case of a conflict between this contract and the COR designation letter, the contract prevails.

### G.3 ACCEPTANCE AND APPROVAL

In order to receive payment, all deliverables must be accepted and approved by the TOCOR.

### G.4 INVOICES

All vouchers must be sent electronically to: [kabulaidevouchers@usaid.gov](mailto:kabulaidevouchers@usaid.gov) along with a hard copy clearly marked in bold "COPY" to any one of the addresses below:

#### **U.S. Mailing Address:**

USAID/Kabul, Afghanistan  
Office of Financial Management – OFM  
6180, Kabul Place  
Dulles, VA 20189 – 6180

#### **Courier Address:**

USAID/Kabul  
Financial Management Office - Kabul  
US Embassy  
AE 09806  
DPO

### G.5 ACCOUNTING AND APPROPRIATION DATA

BBFY: 2010 EBFY: 2012  
Fund: ES-SUP OP: AFGHANISTA  
Prog Area: A15 Dist Code: 306-M Prog Elem: A063  
Team/Div: AFG/EG BGA: 306 SOC: 4100301  
[REDACTED]

**END OF SECTION G**

## **SECTION H – SPECIAL TASK ORDER REQUIREMENTS**

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### **H.1 LANGUAGE REQUIREMENTS AIDAR.752.211-70**

Contractor personnel and/or consultants must have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the language capability required by the task order.

### **H.2 NATIONAL SECURITY SCREENING VETTING**

#### **I. 4-14.001**

- a) The contractor must complete and submit the "USAID Information Form" [See Attachment J.3] for:
- i) Itself, if it is a non-U. S. entity;
  - ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; and
  - (iii) Each key individual that is a non-U.S. entity.

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

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

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

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

- i) Once a year; or
- ii) When there is a change or addition to any entity or person identified in paragraph (a).

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

## II. 4-14.002

### Certification Regarding Provision of Support to Persons Engaged in Terrorism

- a) By entering into this contract, the contractor certifies, to the best of its knowledge and belief that:
1. The Contractor, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
  2. The following steps may enable the Contractor to comply with its obligations under paragraph 1:
- b) Before providing any material support or resources to an individual or entity, the Contractor must verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : [http://www.treas.gov/offices/eotffc/ofac/sdn/tl\\_lsdn.pdf](http://www.treas.gov/offices/eotffc/ofac/sdn/tl_lsdn.pdf), or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.
- c) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>.
- d) Before providing any material support or resources to an individual or entity, the Contractor must consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
- e) The Contractor also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
- f) For purposes of this Certification:
1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
  2. "Terrorist act" means-
    - i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.iaj.org/English/Terrorism.asp>); or
    - ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

- iii) Any other act intended to cause death or serious bodily injury) to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
- g) "Entity" means a partnership, association, corporation, or other organization, group or subgroup.
- h) References in this Certification to the provision of material support and resources must not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Contractor has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- i) The Contractor's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Contractor that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Contractor has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- j) By entering into this contract, Chemonics acknowledges that it has a continuing obligation and must notify the Contracting Officer within 72 hours in writing if it has intentionally or unintentionally taken any actions that have the result and effect of being inconsistent with the certification in subsection (a) of this clause.
- k) The certification in paragraph (a) of this provision and the requirement to update the contracting officer as to a change in status as set forth in paragraph (j) are material representations upon which reliance was placed when making award. If it is later determined that Chemonics knowingly rendered an erroneous certification, or did not notify the contracting officer in writing of a change in such certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

### H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for the procurement of goods and services under this Task Order is 937: this includes the US, the cooperating country, and developing countries other than advanced developing countries, excluding prohibited sources.

### H.4 LOGISTIC SUPPORT

The contractor shall be responsible for furnishing all logistic support in the United States and overseas unless otherwise specified in the task order.

### H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

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

## H.6 GRANTS UNDER CONTRACT

- a) The Head of the Contracting Activity (HCA) for the Mission provided written approval to allow a USAID direct contractor to execute grants subject to the conditions in ADS 302. The contractor must develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria and competition requirements) and obtain Contracting Officer approvals. The contractor must comply with all USAID policies, procedures, regulations, and provisions set forth in the contract and ensure:
- 1) sufficient time to complete grantee audits;
  - 2) sufficient time for the grantee to submit a final report to the contractor; and
  - 3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract or task order close-out. All grants must be closed out no later than six months prior to the end date of the contract. Reporting requirements must be in accordance with Section F.
- b) All sub-grants documents must be submitted to the USAID TOCOR and TOCO for approval and written approval must be obtained prior to actual award, for sub-grant exceeding \$150,000.

## H.7 DISCLOSURE OF INFORMATION

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

## H.8 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Non-procurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. (b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Non procurement Programs, as being ineligible for the award of contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

## H.9 SPECIAL AFGHANISTAN CLAUSES

### H.9.1 SPECIAL AFGHANISTAN CLAUSE FOR DEPARTMENT OF DEFENSE (DOD) COMMON ACCESS CARD (CAC) (SEPTEMBER 2007)

DOD requires that background investigations be performed as a pre-requisite to the issuance of CACs to U.S. citizen and U.S. Legal Permanent Resident employees and consultants of contractors/recipients working in Afghanistan. Accordingly, all USAID/Afghanistan contractors/recipients requesting issuance of CACs must agree to be subjected to the investigation specified by the USG and have the results of the investigation favorably adjudicated by the USG prior to issuance of a CAC. USAID contractors/recipients sponsored for CACs who voluntarily wish to participate must therefore complete and submit to the USG the following documentation: one copy of Standard Form 85, Security Questionnaire (completed electronically through the U.S. Office of Personnel Management's secure web-based portal); two sets of fingerprints via Form FD 258; and a Release of Information Authorization provided by the USG security office performing the investigation. (Note: Designation of the cognizant USG investigation office and any specific instructions for completing and routing of the completed security package will be provided by the cognizant USG investigating office to the contractor/recipient immediately following CAC sponsorship.) The employee subject to the background investigation acknowledges that if a favorable adjudication of the results of the investigation conducted cannot be concluded, a CAC will not be issued, and any CAC issued to that employee will be rescinded and returned, as directed by competent DOD or USAID authorities. At the conclusion of the award performance period or termination of employment, whichever occurs first, all contractor/recipient employees issued CACs must return them to the designated USAID/ANE representative, unless directed otherwise by the Contracting/Agreement Officer. In the event of inconsistencies between this clause and later issued Agency or Government-wide CAC guidance or other Afghanistan related security policies, the most recently issued guidance or policies will take precedence, unless otherwise instructed by the Contracting/Agreement Officer. The contractor/recipient is required to include this clause in any sub awards that require a subcontractor/sub recipient's employee(s) to obtain a CAC.

## H.9.2 SPECIAL PROVISION FOR PERFORMANCE IN AFGHANISTAN (JULY 2010)

All recipient personnel deploying to Afghanistan under grants or cooperative agreements with a performance period over 30 days or valued at more than \$100,000 must be accounted for in the Department of Defense maintained Synchronized Pre-deployment and Operational Tracker (SPOT) system. Information about SPOT is available at <http://www.dod.mil/bta/products/spot.html> as well as from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR). Recipient shall register those individuals requiring SPOT-generated Letters of Authorization (LOAs) in SPOT before deploying any employees or consultants to Afghanistan. If individuals are already in Afghanistan at the time the recipient employs them, the recipient must enter each individual upon his or her becoming an employee or consultant under this award. Personnel that do not require LOAs are still required to be accounted for in SPOT for reporting purposes either individually or via an aggregate tally methodology. The recipient must maintain and keep current all employee and consultant data in SPOT. Information on how individual and/or aggregate tally registrations will be made in SPOT is available from the Agreement Officer (AO) or Agreement Officer's Technical Representative (AOTR).

Recipient performance may require the use of armed private security personnel. To the extent that such private security contractors (PSCs) are required, recipients are required to ensure they adhere to Chief of Mission (COM) policies and procedures regarding the operation, oversight, and accountability of PSCs. PSCs will be individually registered in SPOT.

Under this award, the term "PSC" includes any personnel providing protection of the personnel, facilities, or property of a recipient or sub-recipient at any level, or performing any other activity for which personnel are required to carry weapons in the performance of their duties. As specific COM policies and procedures may differ in scope and applicability, recipient is advised to review post policies and procedures carefully in this regard and direct any questions to the Embassy Regional Security Office (RSO) via the Agreement Officer's Technical Representative.

Any exception to these policies must be granted by the COM via the RSO. A copy of any exception must be provided to the AO and AOTR. COM policies and procedures may be obtained from the RSO via the Agreement Officer's Technical Representative. Recipient is also advised that these policies and procedures may be amended from time to time at the post in response to changing circumstances.

Recipient is advised that adherence to these policies and procedures is considered to be a material requirement of this grant/cooperative agreement. The recipient must include this provision in all sub-awards at any tier or contracts under their grant/cooperative agreement.

Recipient is reminded that only the Agreement Officer has the authority to modify the Notice of Award. Recipients shall proceed with any security guidance provided by the RSO, but shall advise the Agreement Officer and the Agreement Officer's Technical Representative of the guidance received and any potential cost or schedule impact.

### H.9.3 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

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

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

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

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

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

The initial written report shall include the award number, the name of the company, location where the incident occurred (Lat/Lon or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the partner shall notify the SSO within 24 hours of the death of the individual.

### H.9.4 DATABASE REPORTING REQUIREMENTS

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

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

#### H.9.5 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

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

#### H.9.6 LIFE SUPPORT AND SECURITY SERVICES

The Contractor shall be self-supporting. The Contractor is required to provide all life support, communications, and transportation of material, personnel and equipment to work sites unless otherwise specified in the contract. In addition, the Contractor is responsible for maintaining the security of its personnel, materials and equipment commensurate with the circumstances involved. All employees of the Contractor must meet the requirements of their work-site which may include background checks, security/restricted area clearance, drug-free workplace, safety training and/or other inspections/requirements.

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

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

#### H.9.7 PRESS RELATIONS

The Contractor shall coordinate all press inquiries and statements with the TOCOR and USAID/Afghanistan's Office of Development Outreach & Communication (DOC). Contractor shall seek approval from the TOCOR and the DOC before agreeing to or allowing staff to conduct

interviews with the press. The Contractor shall not speak on behalf of USAID but will refer all requests for USAID information to the USAID press officer. Obtain additional guidance from the designated TOCOR for this award. The DOC contact is:

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

#### H.9.8 HOST COUNTRY TAXES AND DUTIES

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

#### H.9.9 GENDER REQUIREMENTS

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

The Contractor shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls. Project quarterly implementation reports shall specifically include information on the following, to the extent that it is applicable to the contract: 1) the total number of women and girls supported through the contract on a quarterly basis through Afghan Info; 2) number of women accessing basic services, including education and health; 3) number of interventions leading to increased employment and economic opportunities for women, as well as number of beneficiaries; 4) number of interventions resulting in increased participation of

women in government and civil society; 5) number of activities supporting legal rights and public access for women; and, 6) outcomes for women who have benefited from the contract/agreement. The Contractor shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the contract will be disaggregated by gender."

**END OF SECTION H**

## SECTION I MANDATORY FAR CLAUSES.

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### I.1 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)

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

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

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

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

### I.2 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

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

docsubmit@dec.cdie.org; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: [http://www.dec.org/index.cfm?Fuse action=docSubmit.home](http://www.dec.org/index.cfm?Fuse%20action=docSubmit.home).

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

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

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

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

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

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

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

### I.3 ORGANIZATIONAL CONFLICT OF INTEREST

Any concerns/issues related to Organizational Conflict of Interest MUST be brought to the attention of the Cognizant Task Order Contracting Officer as soon as it appears. See CIB 99-17: [http://www.usaid.gov/business/business\\_opportlilities/cib/pdtlcib9917.pdf](http://www.usaid.gov/business/business_opportlilities/cib/pdtlcib9917.pdf)

### I.4 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE (JULY 2007)

Contractor shall comply with the reporting of Foreign Taxes in accordance with AAPD 03-12; however submission of the interim report included therein is no longer required and a formal revision to the below language is in process. Contractors will be advised accordingly.

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report

The reports must contain:

- (i) Contractor name;
- (ii) Contact name with phone, fax and email
- (iii) Agreement number(s)
- (iv) 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. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003;
- (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa);
- (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31;
- (vii) The final report is an updated cumulative report of the interim report;
- (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" include USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "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:

U.S. Mailing Address:  
USAID/Kabul, Afghanistan  
Office of Financial Management Office – OFM  
6180, Kabul Place  
Dulles, VA 20189 - 6180

Courier Address:  
USAID/Afghanistan  
Financial Management Office  
US Embassy Kabul  
Unit 6180 Box 1060  
DPO AE 09806-1060

(e) Sub agreements. The Contractor must include this reporting requirement in all applicable subcontracts, sub grants and other sub agreements.

(f) For further information see <http://www.state.gov/m/rm/c10443.html>.

## I.5 CONTRACTORS ACCOMPANYING THE FORCE

(a) General.

(1) Performance of this contract may require deployment of Contractor Personnel in areas of military operations. The Contractor acknowledges that such operations are inherently dangerous and accepts the risks associated with contract performance in this environment.

(2) For purposes of this clause, the term "Contractor Personnel" refers to the Contractor's officers and employees. Unless otherwise specified (e.g., subparagraph (b) of this clause), this term does not include personnel who permanently reside in the country where contract performance will take place.

(3) The Contractor shall ensure that Contractor Personnel working in an area of operations (AO, as defined in the Joint Publication 1-02, "DOD Dictionary of Military and Associated Terms") are familiar and comply with applicable: (i) Military Service and Department of Defense regulations, directives, instructions, general orders, policies, and procedures, in particular Army Regulation 715-9 and Field Manual 3-100.21; (ii) U.S., host country, local, and international laws and regulations; and (iii) treaties and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, and Defense Technical Agreements) relating to safety, health, force protection, and operations under this contract.

(4) The Contractor shall ensure that this clause is included in all subcontracts.

(b) Compliance with Combatant Command Orders. The Contractor shall ensure that Contractor Personnel, regardless of residency status, working in the AO comply with all orders, directives, and instructions of the combatant command relating to non-interference in military operations, force protection, health, and safety. The Combatant Commander or his subordinate commanders, in conjunction with the Contracting Officer or the Contracting Officer's Representative, may direct the Contractor, at the Contractor's own expense, to replace and, where applicable, repatriate any Contractor personnel who fail to comply with this provision. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(c) Contractor Personnel Administration.

(1) In order to maintain accountability of all deployed personnel in the AO, the Contractor shall follow instructions issued by Contracting Officer's designated representative to provide, and keep current, requested data on Contractor Personnel.

(2) The Contractor shall coordinate with the Contracting Officer's designated representative for logistics support, as follows: (i) upon initial entry into the AO; (ii) upon initiation of contract performance; (iii) upon relocation of contract operations within the AO; and (iv) upon exiting the AO.

(3) Before deployment, the Contractor shall ensure that:

(i) All Contractor Personnel complete required emergency locator cards. One copy of the completed form shall be returned to the Government official specified by the Contracting Officer's designated representative; the other shall be hand-carried by the individual employee to the AO point of contact.

(ii) All required security and background checks are completed.

(iii) All medical screening and requirements are met.

(4) The Contractor shall ensure that Contractor Personnel have completed all pre-deployment requirements specified by the Contracting Officer's designated representative (including processing through the designated Continental United States (CONUS) Replacement Center unless another deployment processing method is specifically authorized), and the Contractor shall notify the Contracting Officer's designated representative that these actions have been accomplished.

(5) The Contractor shall have a plan for timely replacement of employees who are no longer available for deployment for any reason, including mobilization as members of the Reserve, injury, or death.

(d) Clothing and Equipment Issue.

To help distinguish them from combatants, Contractor Personnel shall not wear military clothing unless specifically authorized by a written Department of Army waiver. Contractor Personnel may wear specific items of clothing and equipment required for safety and security such as ballistic or NBC (Nuclear, Biological, and Chemical) protective clothing.

(e) Vehicle and Equipment Operation.

(1) The Contractor shall ensure that Contractor Personnel possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the AO.

(2) Contractor-owned or leased motor vehicles or equipment shall meet all requirements established by CPA or designated authority and shall be maintained in a safe operating condition.

(f) Passports, Visas and Customs. The Contractor is responsible for obtaining all passports, visas, and other documents necessary for Contractor Personnel to enter and exit any AO.

I.6 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD-12) (SEPTEMBER 2006)

The Contractor is required to comply with the Homeland Security Presidential Directive (HSPD) 12, in accordance with AAPD 06-12 as from time to time amended. In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems.

USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new Contractors (and new Contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing Contractors (and existing Contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing Contractor (or Contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing Contractor (or Contractor employee) would need to follow the FY processes described below, and be issued one of the new smart cards.)

Accordingly, before a Contractor (including a PSC\* or a Contractor employee) may obtain a USAIO ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAIO/W Contractors must contact the USAIO Security Office to obtain the list of acceptable forms of documentation, and Contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the Contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All Contractors must physically present these two source documents for identity proofing at their USAIO/W or Mission Security Briefing. The Contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the Contractor or completion of the contract, whichever occurs first.

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

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

instructed by the Contracting Officer.

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

#### I.7 INFORMATION TECHNOLOGY REQUIREMENT

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

#### I.8 ENVIRONMENTAL CONSIDERATIONS

The contractor must comply with 22 CFR 216 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations. See Attachment J.2.

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this CONTRACT.
- 1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
- 2) An Initial Environmental Examination (IEE) [see Attachments J.1 and J.2] has been approved for this program's funding this Contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. Categorical exclusion also applies to other 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

Chemonics shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.

- 4a) As part of the initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Task Order Contracting Officer's Representative and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, 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.
- 4b) 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.
- 4c) 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.
- 5 When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
  - 5a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan the contractor must prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.
  - 5b) Integrate a completed EMMP or M&M Plan into the initial Work Plan.
  - 5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

**I.9 PROHIBITION ON THE USE OF FEDERAL FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE THE LEGALIZATION OR PRACTICE OF PROSTITUTION-TRAFFICKING IN PERSONS ACQUISITION**

- (a) The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this contract may be used to promote, support, or advocate the legalization or practice of prostitution. Nothing in the immediately preceding sentence shall be construed to preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted from such victims being trafficked.
- (b) The contractor shall insert this clause, in its entirety, in all sub-awards under this award.

(c) This provision includes express terms and conditions of the contract and any violation of it shall be grounds for unilateral termination of the contract, in whole or in part, by USAID prior to the end of the term.

#### I.10 SUBCONTRACTING REQUIREMENTS

- a) Definitions: As used in this clause, "Principals" means the owner/president and all other individuals with a financial interest in the subcontractor, the program manager, project manager, and site foreman.
- b) It is USAID's objective under this contract to promote competitive, transparent and appropriate local subcontracting with legitimate, competent and fully vetted subcontractors.

Contractor must assure that all subcontractors and lower-tier subcontractors are actively engaged in the performance of subcontracted work. Contractor must assure that subcontract "brokering" does not occur under this contract and that all subcontractor and lower-tier subcontractors self-perform appropriate portions of the subcontracted work. To promote the foregoing objectives, USAID will limit the number of "tiers" that the Contractor may subcontract to two tiers. Therefore, in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor must notify the Contracting Officer in writing if Contractor's intent to subcontract and obtain Contracting Officer's approval to award said subcontract(s).

Contractor's notification and request for approval to subcontract must include the following information:

- i. Subcontract number and title (or a general description of the subcontract work);
  - ii. Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower-tier subcontractors (regardless of dollar amount or percentage of work to be performed);
  - iii. The total value of the work and total value of the work to be self-performed by the subcontractor;
  - iv. A copy of Afghan business license (Afghan firms only);
  - v. Subcontractor and lower-tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
  - vi. Identification information for the subcontractor and lower-tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and Contract No.;
  - vii. A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower-tier subcontractor.
- c) The Contractor must perform with its own organization, at least 15 percent of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower-tier subcontractors of work which is only administrative in nature must not meet the requirements of this clause.

- d) The contractor and all its subcontractors and lower-tier subcontractors must maintain payrolls and basic personnel records for all personnel working under the contract. Said records must be made available to the government during contract performance and for 3 years after contract completion. The records must contain the name of each employee, labor classifications, and hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- e) Subcontracts. The contractor must include this clause in all subcontracts, and must require subcontractors to include this clause in all lower-tier subcontracts. The contractor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.
- f) The contracting officer's approval to subcontract, to include approval of lower tier subcontracts, does not constitute a determination —
  - i. Of the acceptability of any subcontract terms or conditions;
  - ii. To relieve the Contractor of their responsibility as the prime contractor for all performance under this contract.
  - iii. The Contractor must select subcontractors (including suppliers) on a competitive basis to the maximum extent practical.
- g) Submission of false information required by this clause or non-compliance with the requirements of the clause must be considered a material breach of the contract.

#### I.11 INTERNATIONAL TRAVEL APPROVAL

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

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

## I.12 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (ADS 206)

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

## I.13 SUB-AWARD REQUIREMENTS

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

(b) **Definitions:** The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

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

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

- (i) n/a

(g) For purposes of calculating tiers, the following will not be considered a tier:

- (i) Subsidiaries of the awardee;

- (ii) Members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) Employment awards for a single individual, provided that such individual issues no further sub-awards;
- (iv) Suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
- (v) Suppliers of administrative or professional services incidental to the completion of neither the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

#### I.14 EXECUTIVE ORDER ON TERRORISM FINANCING

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

#### I.15 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

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

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

#### I.16 FRAUD REPORTING

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

#### I.17 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

#### I.18 AMMONIUM NITRATE AND CALCIUM AMMONIUM NITRATE RESTRICTION (SEPTEMBER 2011)

(Class Deviation OAA-DEV-II-03c, expiration date September 8, 2016)

(a) Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this contract/agreement shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with an agricultural applications or CAN for agricultural or construction/demolition applications. This clause/provision supersedes the terms and conditions of any other clause/provision, including any deemed approval, in this contract/agreement applicable to restricted goods and services. This clause/provision shall not be

altered or its applicability waived.

(b) If USAID determines that the contractor/recipient or any subcontractor/sub-awardee has used any funds under this contract/agreement contrary to the restriction in paragraph (a) of this clause/provision, the Contracting Officer/Agreement Officer may require the contractor/recipient to refund the entire amount used for such purposes.

(c) The contractor/recipient shall insert this clause/provision in its entirety in all subcontracts/sub awards, including (without limitation) Grants under Contracts (GUCs).

Tab 2: New Mandatory Clause/Provision for Use in Other Implementing Agreements, Including Development Credit Authority (DCA) Guarantee Agreements and Direct Government-to-Government Assistance Mechanisms Which Finance Goods and Services As specifically indicated below, the following provisions must be included in all other implementing agreements, including Development Credit Authority (DCA) guarantee agreements and government-to-government assistance mechanisms which finance goods and services. Existing implementing agreements must be amended after the effective date of this Mission Order to include the following provision.

For DCA Agreements Only: Include the following as Criteria for a Qualifying Loan, a Limitation on Qualifying Projects or in another appropriate location: Ammonium Nitrate (AN) AND Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this agreement shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with AN for agricultural applications or CAN for agricultural or construction/demolition applications. This provision supersedes the terms and conditions of any other provision, including any deemed approval, in this agreement applicable to restrict goods and services. This provision shall not be altered or its applicability waived. For DCA Agreements Only: Include the following if the Standard Terms and Conditions does not contain a "Repayment" provision substantially to this effect: Notwithstanding any other provision of the Agreement, USAID shall have no obligation to make payment to the Guaranteed Party for any loss arising out of fraud or material misrepresentation for which the Guaranteed Party is responsible or for any claim that is otherwise invalid or materially inconsistent with the provisions of the Agreement. If, subsequent to paying any claim made by a Guaranteed Party, USAID determines that such payment was prohibited by this Section, the Guaranteed Party shall, upon the request of USAID, refund immediately to USAID the appropriate amount of the payment obtained plus interest accruing from the date of the payment at the rate of one percent (1%) per month.]: If USAID determines that the Guaranteed Party, has used any funds under this agreement contrary to the [restriction in Section, the Guaranteed Party shall, upon request of USAID, refund immediately to USAID the appropriate amount of the payment obtained plus interests accruing from the date of the payment at the rate of one percent (1%) per month.

(a) Ammonium Nitrate (AN) and Calcium Ammonium Nitrate (CAN) are marketed and used as fertilizers for agricultural applications, and as explosives for construction/demolition applications. None of the funds made available under this agreement shall be used, directly or indirectly, to produce, acquire, use, transport, store, sell, or otherwise deal with and for agricultural applications or CAN for agricultural or construction/demolition applications.

This clause/provision supersedes the terms and conditions of any other clause/provision, including any deemed approval, in this agreement applicable to restricted goods and services. This clause/provision shall not be altered or its applicability waived.

(b) If USAID determines that any funds under this agreement or a sub-agreement hereunder have been used contrary to the restriction in paragraph (a) of this clause/provision, USAID may require the refund the entire amount used for such purposes.

(c) This clause/provision shall be inserted in its entirety in all sub-agreements hereunder, including any contract or grant issued under this agreement.

I.19 AAPD 12-03 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)  
(Class Deviation No. OAA-DEV-12-01c)

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

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

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

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

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

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

I.20 USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR USAID CONTRACTS  
INVOLVING PERFORMANCE OVERSEAS (DEC 1986)

(a) "Contractor's Chief of Party" shall mean the representative of the Contractor in the Cooperating Country who shall be responsible for supervision of the performance of all duties undertaken by the Contractor in the Cooperating Country.

(b) "Cooperating Country National (CCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-5 and is hired while residing outside the United States for work in a cooperating country.

(c) "Dependents" shall mean:

(1) Spouse;

(2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self-support.

(3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and

(4) Sisters and brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and less than 21 years of age, or regardless of age, are incapable of self-support.

(d) "Local currency" shall mean the currency of the Cooperating Country.

(e) "Regular employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(f) "Short-term employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(g) "Third Country National (TCN) employee" means an individual who meets the citizenship requirements of 48 CFR 702.170-15 and is hired while residing outside the United States for work in a Cooperating Country.

I.21 AIDAR 752.227-14 RIGHTS IN DATA--GENERAL. (OCT 2007)

The following paragraph (d) replaces paragraph (d) of (48 CFR) FAR 52.227-14 Rights in Data--General.

(d) Release, publication and use of data.

(1) For all data first produced or specifically used by the Contractor in the performance of this contract in the United States, its territories, or Puerto Rico, the Contractor shall have the right to use, release to others, reproduce, distribute, or publish such data, except to the extent such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this contract (see paragraph (d) (3) for limitations on contracts performed outside of the US).

(2) The Contractor agrees that to the extent it receives or is given access to data necessary for the performance of this contract which contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the Contracting Officer.

(3) For all data first produced or specifically used by the Contractor in the overseas performance of this contract, the Contractor shall not release, reproduce, distribute, or publish such data without the written permission of the Contracting Officer. The government also may require the contractor to assign copyright to the government or another party as circumstances warrant or as specifically stated elsewhere in the contract.

#### I.22 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JUL 2007)

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

(b) Exceptions.

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

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

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

I.23 AIDAR 752.229-70 FEDERAL, STATE AND LOCAL TAXES

For contracts involving performance overseas the clauses prescribed in FAR 29.401-3 or 29.401-4 may be modified to specify that the taxes referred to are United States taxes. (See FAR 29.401)

I.24 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

- (a) The contractor shall prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.
- (b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contractor submits the report or the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

I.25 AIDAR 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS

In response to a GAO audit recommendation, USAID contracts, except for those for commercial items, must contain the following preface and reporting requirement as additions to the appropriate Government Property clause prescribed by FAR 45.106.

(See FAR 45.106)

Preface: to be inserted preceding the text of the FAR clause. The term "Government furnished property" wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or becomes a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500. Reporting Requirement: to be inserted following the text of the FAR clause. Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

(Name of Contractor) As of (End of Contract Year), 19xx Motor Vehicles Furniture and furnishings other non-expendable property Office Living quarters

- A. Value of property as of last report.
- B. Transactions during this reporting period.
  - 1. Acquisitions (add):
    - a. Purchased by contractor 1/
    - b. Transferred from USAID 2/
    - c. Transferred from others- Without reimbursement 3/
  - 2. Disposals (deduct):
    - a. Returned to USAID
    - b. Transferred to USAID-Contractor Purchased
    - c. Transferred to other Government agencies 3/
    - d. Other disposals 3/
- C. Value of property as of reporting date.
- D. Estimated average age of contractor held property

Years

1/ Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by USAID

#### PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above. Authorized Signature.

I.26 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

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

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

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

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

I.27 AIDAR 752.7001 BIOGRAPHICAL DATA (JUL 1997)

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

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

I.28 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

I.29 AIDAR 752.7006 NOTICES (APR 1984)

Any notice given by any of the parties hereunder shall be sufficient only if in writing and delivered in person or sent by telegraph, cable, or registered or regular mail as follows: To USAID: Administrator, U.S. Agency for International Development, Washington, D.C. 20523-0061. Attention: Contracting Officer (the name of the cognizant Contracting Officer with a copy to the appropriate Mission Director). To Contractor: At Contractor's address shown on the cover page of this contract, or to such other address as either of such parties shall designate by notice given as herein required. Notices hereunder shall be effective when delivered in accordance with this clause or on the effective date of the notice, whichever is later.

I.30 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

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

I.31 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)

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

(b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the contract itself, or in advance, in writing, by the Contracting Officer, then the amount payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the Contracting Officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a dispute, and shall be dealt with under the terms of the clause of this contract entitled "Disputes".

#### I.31 AIDAR 752.7025 APPROVALS (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Mission Director shall be in writing and, except when extraordinary circumstances make it impracticable, shall be requested by the Contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his discretion, ratify the action after the fact.

#### I.32 AIDAR 752.7030 INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES (APR 1984)

Provided it is approved by the Mission Director, the Contractor may send the Campus Coordinator, a professional member of its staff as an alternate to the Campus Coordinator, or such of its senior officials (e.g., president, vice presidents, deans, or department heads) to the Cooperating Country as may be required to review the progress of the work under this contract. Except for the Campus Coordinator or his/her alternate, no direct salary charges will be paid hereunder with respect to any such officials.

#### I.33 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)

(a) Vacation leave.

(1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract. For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

(2) Leave taken during the concluding weeks of an employee's tour shall be included in the established leave schedule and be limited to that amount of leave which can be earned during a twelve-month period unless approved in accordance with paragraph (a) (3) of this clause.

(3) Vacation leave earned but not taken by the end of the employee's tour pursuant to paragraphs (a) (1) and (2) of this clause will be forfeited unless the requirements of the project precluded the employee from taking such leave, and the Contracting Officer (with the endorsement of the Mission) approves one of the following as an alternative:

(i) Taking, during the concluding weeks of the employee's tour, leave not permitted under (a) (2) of this section, or

(ii) Lump-sum payment for leave not taken provided such leave does not exceed the number of days which can be earned by the employee during a twelve-month period.

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

(c) Home leave.

(1) Home leave is leave earned for service abroad for use only in the United States, in the Commonwealth of Puerto Rico, or in the possessions of the United States.

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

(3) Notwithstanding the requirement in paragraph (c) (2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave, Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

(i) Granting of advance home leave would in each case serve to advance the attainment of the objectives of this contract;

(ii) The regular employee shall have served a minimum of 18 months in the Cooperating Country on his/her current tour of duty under this contract; and

(iii) The regular employee shall have agreed to return to the Cooperating Country to serve out the remainder of his/her current tour of duty and an additional 2 year appointment under this contract, or such other additional appointment of not less than 1 year of overseas service as the Mission Director may approve.

(4) The period of service overseas required under paragraph (c) (2) or paragraph (c) (3) of this clause shall include the actual days spent in orientation in the United States (less language training) and the actual days overseas beginning on the date of departure from the United States port of embarkation on international travel and continuing, inclusive of authorized delays en route, to the date of arrival at the United States port of debarkation from international travel. Allowable vacation and sick leave taken while overseas, but not leave without pay, shall be included in the required period of service overseas. An amount equal to the number of days' vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.

(5) Salary during travel to and from the United States for home leave will be limited to the time required for travel by the most expeditious air route. The Contractor will be responsible for reimbursing USAID for salary payments made during home leave if in spite of the undertaking of the new appointment the regular employee, except for reasons beyond his/her control as determined by the Contracting Officer, does not return overseas and complete the additional required service. Unused home leave is not reimbursable under this contract.

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend no more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.

(7) Except as provided in the schedule or approved by the Mission Director or the Contracting Officer, home leave is not authorized for TCN or CCN employees.

(d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas should take into consideration local practices and shall be established in collaboration with the Mission Director.

(e) Military leave. Military leave of not more than 15 calendar days in any calendar year may be granted in accordance with the Contractor's usual practice to each regular employee whose appointment is not limited to 1 year or less and who is a reservist of the United States Armed Forces, provided that such military leave has been approved in advance by the cognizant Mission Director or Assistant Administrator. A copy of any such approval shall be provided to the Contracting Officer.

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

I.34 AIDAR 752.7034 ACKNOWLEDGMENT AND DISCLAIMER (DEC 1991)

(a) USAID shall be prominently acknowledged in all publications, videos or other information/media products funded or partially funded through this contract, and the product shall state that the views expressed by the author(s) do not necessarily reflect those of USAID. Acknowledgments should identify the sponsoring USAID Office and Bureau or Mission as well as the U.S. Agency for International Development substantially as follows: "This [publication, video or other information/media product (specify)] was made possible through support provided by the Office of [ ], Bureau for [ ], U.S. Agency for International Development, under the terms of Contract No. [ ]. The opinions expressed herein are those of the author(s) and do not necessarily reflect the views of the U.S. Agency for International Development."

(b) Unless the contractor is instructed otherwise by the cognizant technical office publications, videos or other information/media products funded under this contract and intended for general readership or other general use will be marked with the USAID logo and/or U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT appearing either at the top or at the bottom of the front cover or, if more suitable, on the first inside title page for printed products, and in equivalent/appropriate location in videos or other information/media products. Logos and markings of co-sponsors or authorizing institutions should be similarly located and of similar size and appearance.

I.35 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 are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
- (7) Report is required even if the contractor did not pay any taxes during the report period.
- (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
  - (2) "Commodity" means any material, article, supply, goods, or equipment.
  - (3) "Foreign government" includes any foreign governmental entity.
  - (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate].
- (e) Sub agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub agreements.
- (f) For further information see <http://www.state.gov/m/rm/c10443.htm>.

#### I.36 ADS 302.3.5.9 NONDISCRIMINATION (JUNE 2012)

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

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

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

#### I.37 ADS 302.3.5.14(A) USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:  
[http://pdf.usaid.gov/pdf\\_docs/PDABQ631.pdf](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."

I.38 ADS 302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES  
(MAY 2012)

(a) Applicability. This clause 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), also known as "Local Competition Authority" and ii) contracts awarded to local entities (as defined in in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—

- (1) Services (except construction), at least 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 Offeror/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; and
- (3) Either is--
  - (A) majority owned by individuals who are citizens or lawful permanent residents of; or
  - (B) Managed by a governing body the majority of whom are citizens or lawful permanent residents of; a 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.

I.39 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEBSITES (AUGUST 2013)

(a) Definitions:

“Third-party websites” Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party websites include project sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party website funded by USAID for the purpose of meeting the project implementation goals:

(1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the website URL as far in advance of the site's launch as possible.

(2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brand mark with the tagline “from the American people,” located on the USAID Website at [www.usaid.gov/branding](http://www.usaid.gov/branding), and USAID Graphics Standards manual at <http://transition.usaid.gov/branding/gsm.html>.

(3) The website must be marked on the index page of the site and every major entry point to the Website with a disclaimer that states:

"The information provided on this Website is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(4) The website must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the websites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) for specific standards and guidance.

(7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified

during such scans, and report subsequent remediation actions to CISO at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at [ISSO@usaid.gov](mailto:ISSO@usaid.gov) to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to [http://transition.usaid.gov/info\\_technology/xweb/contracts.html](http://transition.usaid.gov/info_technology/xweb/contracts.html)

#### I.40 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's "Representations and Certifications" submitted via the Online Representations and Certifications (ORCA) system is hereby incorporated by reference into this contract.

#### I.41 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract or subcontract awarded under it 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" or as approved by the CO/COR.

#### I.42 INSURANCE AND SERVICES

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

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

*Or*

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

Secondary contact: Chris Thompson, Phone (202) 862-5302

I.43 AIDAR 722.170 EMPLOYMENT OF THIRD COUNTRY NATIONALS (TCN'S) AND COOPERATING COUNTRY NATIONALS (CCN'S)

(a) General. It is USAID policy that cooperating country nationals (CCN'S) and third country nationals (TCN's), who are hired abroad for work in a cooperating country under USAID-direct Contracts, generally be extended the same benefits, and be subject to the same restrictions as TCN's and CCN's employed as direct hires by the USAID Mission. Exceptions to this policy May be granted either by the Mission Director or the Assistant Administrator having program responsibility for the project. (TCN's and CCN's who are hired to work in the United States shall be extended benefits and subject to restrictions on the same basis as U.S. citizens who work in the United States.)

(b) Compensation. Compensation, including merit or promotion increases paid to TCN's and CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission. Unless otherwise authorized by the Mission Director or the Assistant Administrator having program responsibility for the project, the compensation of such TCN and CCN employees shall be paid in the currency of the cooperating country.

(c) Allowances and differentials. TCN's and CCN's, hired abroad for work in a cooperating country, are not eligible for allowances or differentials under USAID-direct contracts, unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(d) Country and security clearances. The contractor shall insure that the necessary clearances, including security clearances, if required, have been obtained for TCN and CCN employees in accordance with any such requirements set forth in the contract or required by the USAID Mission, prior to the TCN or CCN starting work under the contract.

(e) Physical fitness. Contractors are required to insure that prospective TCN and CCN employees are examined prior to employment to determine whether the prospective employee meets the minimum physical requirements of the position and is free from any contagious disease.

(f) Workweek, holidays, and leave. The workweek, holidays, and leave for TCN and CCN employees shall be the same as for all other employees of the contractor, under the terms of the AID-OAA-C-12-00040 SECTION H – SPECIAL CONTRACT REQUIREMENTS contract; however, TCN and CCN employees are not eligible for home leave or military leave unless authorized by the Mission Director or the Assistant Administrator having program responsibility for the project.

(g) Travel and transportation for TCN's and CCN's. Travel and transportation shall be provided TCN and CCN employees on the same basis as for all other employees of the contractor, under

the terms of the contract.

(h) Household effects and motor vehicles. USAID will not provide household effects to TCN and CCN employees; such employees may ship their household effects and motor vehicles to their place of employment on the same basis as for all other employees of the contractor, under the terms of the contract unless they are residents of the cooperating country.

I.44 ADS 302.3.5.20 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

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

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

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

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

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- 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
- 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.

I.45 AAPD 12-04 CONSCIENCE CLAUSE IMPLEMENTATION – ACQUISITIONS  
(FEBRUARY 2012)

An organization, including a faith-based organization, that is otherwise eligible to receive funds under this agreement for HIV/AIDS prevention, treatment, or care—

(a) Shall not be required, as a condition of receiving such assistance—

(1) To endorse or utilize a multispectral or comprehensive approach to combating HIV/AIDS; or

(2) To endorse, utilize, make a referral to, become integrated with, or otherwise  
Participate in any program or activity to which the organization has a religious or moral objection; and

(b) Shall not be discriminated against in the solicitation or issuance of grants, contracts, or cooperative agreements for refusing to meet any requirement described in paragraph (a) above.

**SECTION I CONTINUED – OTHER CONTRACT CLAUSES**

I.46 All IQC clauses are applicable to this task order and are hereby incorporated by reference in their most updated format.

I.47 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. This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses: [www.acquisition.gov/far/](http://www.acquisition.gov/far/) and <http://www.usaid.gov/pubs/ads/300/aidar.pdf>.

52.202-1	Definitions.	JAN 2012
52.203-5	Covenant against Contingent Fees	APR 1984
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.216-30	T& M labor/hr. proposal requirements none commercial Acquisition without adequate price adjustment	Feb 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest after Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.243-3	Changes - Time-and-Materials or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	JUL 2013
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications	DEC 2012
52.233-3	Protest After Award	SEP 2006

I.48 AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (September 2013) AAPD 13-02

(Class Deviation OAA-DEV-13-01c)

(a) Contract Reports and Information/Intellectual Products.

(1) Within thirty (30) calendar days of obtaining the Contracting Officer Representative's approval, the contractor must submit to USAID's Development Experience Clearinghouse (DEC) one copy each of reports and information products which describe, communicate or organize program/project development

assistance activities, methods, technologies, management, research, results and experience. These reports include: assessments, evaluations, studies, technical and periodic reports, annual and final reports, and development experience documents (defined as documents that (1) describe the planning, design, implementation, evaluation, and results of development assistance; and (2) are generated during the life cycle of development assistance programs or activities.) The Contractor must also submit copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. The following information is not to be submitted:

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

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

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

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

(1) Standards.

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

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

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

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

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

(2) Essential bibliographic information. Descriptive information is required for all Contractor products submitted. The title page of all reports and information products must include the contract number(s), contractor name(s), name of the USAID Contracting Officer's Representative, the publication or issuance

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date of the document, document title, (if non-English, provide an English translation of the title), author name(s), and development objective or activity title (if non-English, provide a translation) and associated number, and language of the document (if non-English). In addition, all hard copy materials submitted in accordance with this clause must have, attached as a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

**END OF SECTION I**

## SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

### J.1 INITIAL ENVIRONMENTAL EXAMINATION



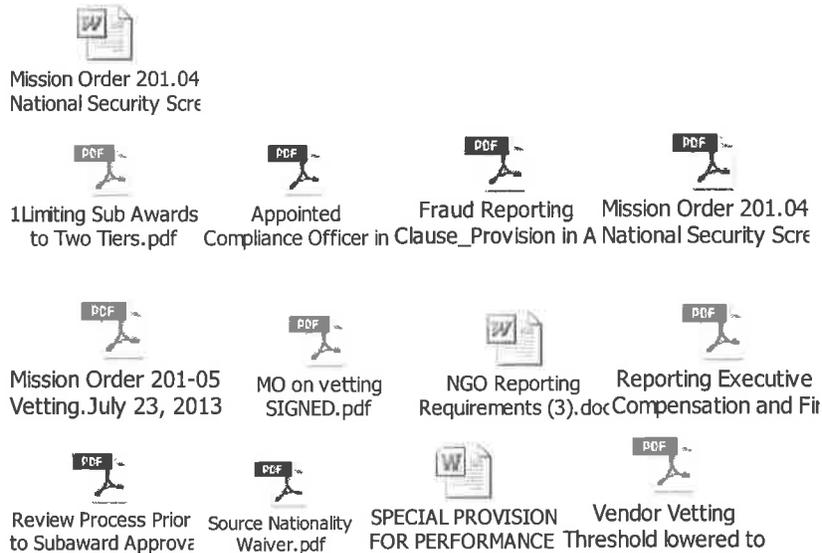
### J.2 INITIAL ENVIRONMENTAL EXAMINATION



### J.3 USAID INFORMATION FORM



### J.4 OTHER REQUIRED AFGHANISTAN CLAUSES



**END OF SECTION J**

**[END OF CONTRACT]**