

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   134
2. CONTRACT (Proc. Inst. Ident.) NO AID-306-C-15-00005		3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. REQ-306-14-000038	
5. ISSUED BY USAID/Afghanistan Office of Acquisition & Assistance	CODE AFGHANISTAN	6. ADMINISTERED BY (If other than Item 5) USAID Afghanistan 00001		CODE AFGHANISTAN

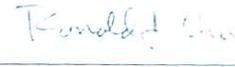
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) TETRA TECH ARD 159 BANK ST STE 300 BURLINGTON VT 05401-4410		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM See G.6

11. SHIP TO/MARK FOR USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180	CODE AFGHANISTAN	12. PAYMENT WILL BE MADE BY USAID/Afghanistan Office of Financial Management 6180 Kabul Place Dulles, VA 20189-6180	CODE AFGHANISTAN/OFM
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G.8
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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					\$62,364,687.00

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17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)	
19A. NAME AND TITLE OF SIGNER (Type or print) Ronald J. Chu, Executive Vice President		20A. NAME OF CONTRACTING OFFICER Kathlyn Bryant	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED 28 Jan 2015	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED 2/1/15
BY:  (Signature of person authorized to sign)		BY:  (Signature of the Contracting Officer)	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
AID-306-C-15-00005

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NAME OF OFFEROR OR CONTRACTOR

TETRA TECH ARD

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>Initiative to Strengthen Local Administrations (ISLA)</p> <p>The purpose of this requisition is to award Initiative to Strengthen Local Administrations (ISLA) new project and sub-obligate \$18m in the project.</p> <p>Initiative to Strengthen Local Administrations (ISLA)</p>				

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**PART I - THE SCHEDULE**

**SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS**

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**B.1 PURPOSE**

The purpose of the Initiative to Strengthen Local Administrations (ISLA) project is to strengthen the sub-national government system in Afghanistan to enable the Government of Afghanistan (GIROA) to improve provincial governance in the areas of fiscal and development planning, representation of citizens, and enhanced delivery of public services.

**B.2 CONTRACT TYPE**

This is a Cost-Plus-Fixed-Fee (CPFF) Completion Contract. The Contractor shall provide the deliverables or outputs described in Section F based on the Statement of Work (SOW) found in Section C of this contract.

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

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**B.4 BUDGET**

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**B.5 INDIRECT COSTS**

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**B.6 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND  
FINAL PERFORMANCE FOR INDIRECT COSTS**

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**B.7 COST REIMBURSABLE**

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

**B.8 FEE SCHEDULE**

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**B.9 MULTI-YEAR CONTRACT**

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**[END OF SECTION B]**

**SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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**Title: Initiative to Strengthen Local Administrations (ISLA)**

**C.1 LIST OF ACRONYMS**

ACSI	Afghanistan Civil Services Institute
ANDS	Afghan National Development Strategy
ARTF	Afghanistan Reconstruction Trust Fund
ASGP	Afghanistan Sub-National Governance Program
CEDAW	Convention on the Elimination of All Forms of Discrimination against Women
COR	Contracting Officer's Representative
CIDD	Capacity and Institutional Development Directorate
CPFF	Cost-Plus-Fixed-Fee
CSC	Civil Service Commission
DFID	Department for International Development
DGO	District Governors' Offices
GDLCA	General Directorate for Local Council Affairs
GIRoA	Government of the Islamic Republic of Afghanistan
IDLG	Independent Directorate of Local Governance
IARCSC	Independent Administrative Reform and Civil Service Commission
ISAF	International Security Assistance Force
ISLA	Initiative to Strengthen Local Administrations
MoEc	Ministry of Economy
MoF	Ministry of Finance
MoWA	Ministry of Women's Affairs
MRRD	Ministry of Rural Rehabilitation and Development
NAPWA	National Action Plan for the Women of Afghanistan
NPP	National Priority Program
NSP	National Solidarity Program
ODG	Office of Democracy and Governance
PACE	Promotion of Afghan Civil Engagement
PAA	Provincial Administrative Assembly
PC	Provincial Council
PCO	Provincial Council Office
PDC	Provincial Development Committee
PDP	Provincial Development Plan
PG	Provincial Governor
PGO	Provincial Governors' Offices
PMP	Performance Management Plan
PSP	Provincial Strategic Plan
RAMP-UP	Regional Afghan Municipalities Program for Urban Populations
SHAHAR	Strong Hubs for Afghan Hope and Resilience
SIKA	Stabilization in Key Areas
SNG	Sub-National Governance
SNGP	Sub-National Governance Policy
SOP	Standard Operating Procedures
SPAD	Strengthening Provincial Administration and Delivery

TOR	Terms of Reference
UNDP	United Nations Development Program
USAID	United States Agency for International Development

## C.2 PURPOSE AND SCOPE

The purpose of the Initiative to Strengthen Local Administrations (ISLA) Program is to strengthen the sub-national government system in Afghanistan to enable the Government of the Islamic Republic of Afghanistan (GIROA) to improve provincial governance in the areas of fiscal and development planning, representation of citizens, and enhanced delivery of public services.

ISLA program will strengthen sub-national systems in the areas of planning, operations, communication, representation, and citizen engagement. Improvements in these areas, along with the passage of clear, legal sub-national governance (SNG) frameworks by GIROA will improve GIROA's ability to prioritize service delivery and develop central plans and budgets that represent provincial interests. This will lead to services that more closely respond to all citizens' needs in health, education, security, justice, and urban services. As all citizens benefit from public services, their perception of government legitimacy will increase. The core problems to be addressed are better integration of provincial priorities into the national plan and budget, and strengthened top-down and bottom-up information flows. The program will work within the existing system to improve its functionality. This will be done by fostering a combination of top-down and bottom-up consultative processes between central and provincial levels to formulate plans and budgets that align with local community service delivery priorities and with national developmental priorities and available resources.

ISLA will operate in all 16 provinces (refer to section C.2.7) and will have four components:

- A. Provincial Planning:** ISLA will strengthen the capacity of provincial actors<sup>1</sup> and administrative offices to strategically plan and coordinate. Improved center-province-center communication and collaboration will strengthen linkages between the central and provincial levels for planning, budgeting, and service delivery.
- B. Sub-National Institution Building:** The program will strengthen the foundations of provincial entities and the Independent Directorate of Local Governance (IDLG) through targeted capacity building efforts focused on institutionalizing systems and administrative processes and strengthening the enabling environment.
- C. Inclusive Advocacy:** The program will improve the ability of provincial actors to represent citizen interests in planning and service delivery, and advocate to their central level counterparts for the inclusion of provincial priorities in national plans and budgets.
- D. Public Engagement:** ISLA will improve the ability of provincial authorities to reach out to citizens and inform them of government decisions, actions and general information while

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<sup>1</sup>*Provincial actors* refers to stakeholders working within provincial authorities/ offices. These offices include the Provincial Governor's Office, the Provincial Council Office, provincial line ministry directorates, Provincial Administrative Assemblies and the Provincial Development Committees.

soliciting feedback to understand citizen priorities and needs.

The program will directly and closely work with the following government entities:

**Provincial Governors (PGs):** PGs are appointed by the President and are the chief executives of the provinces. The PGs are tasked with coordinating provincial administration, development planning and security.

**Provincial Councils (PCs):** PCs are the only elected state bodies at the sub-national level and provide a basis for provincial representation. Afghanistan's SNG Policy (SNGP) describes their role in terms of citizen representation and oversight of the provincial administration.

**Provincial Development Committees (PDCs):** PDCs serve as the primary planning body for the various sub-national representatives, including PGs, PCs, Line Directorates, *Mustafiats* (Ministry of Finance [MoF] representatives that track and distribute budgeted funds), and citizens. The Ministry of Economy (MoEc) serves as the Secretariat for the PDCs, which are chaired by the PGs.

**Provincial Administrative Assemblies (PAAs):** PAAs coordinate the administrative and financial efforts of the various actors at the provincial level. The PGs also chair the PAAs, whose members include the heads of the Line Directorates and other agencies, the Provincial Attorney-General, Provincial Security Chief, and *Mustufi* (who is the head of the provincial *Mustafiat*).

**Independent Directorate of Local Governance (IDLG):** IDLG is tasked to coordinate national development efforts with Provincial Governors' Offices (PGOs), PCs, District Governors' Offices (DGOs), and municipalities. IDLG is comprised of several directorates to provide direct support to these entities, lead high-level SNG policy planning with the central government, and facilitate SNG through engagement with line ministries.

**Ministry of Economy, General Directorate of Design and Coordination:** The Department of Provincial Economic Affairs is mandated to review and process the Provincial Development Plans (PDPs) for incorporation into the ministerial plans of relevant ministries. This Directorate lacks capacity, and these plans are not analyzed and processed in due time.

#### C.2.1 Program Context

The architecture for the sub-national system is articulated in Afghanistan's SNG Policy (SNGP). In Afghanistan's unitary system, PGs lead provincial administrations as representatives of the government. PCs are the only elected bodies at the sub-national level and represent constituent needs, while the line ministry representatives at the sub-national level – the Provincial Line Directorates – are responsible for ensuring that services are delivered. As a result, line ministry officials operate in Kabul, in the provinces and in the districts. All government officials at the sub-national level, with the exception of PCs, are technically accountable to officials in Kabul, where plans for local government are generated and financed. PGs and PCs report to IDLG, which serves to coordinate and support sub-national bodies.<sup>2</sup>

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<sup>2</sup> As political appointees, PGs also have a direct line to the President, should they choose to bypass IDLG.

Sub-national bodies (except municipalities) have no authority to raise their own revenue. Most revenue is collected by representatives of the central government and sent to Kabul, where it is then redistributed according to planning principles to an array of line ministries and government agencies. In that sense, there is little true “local” self-government in Afghanistan.

In this highly centralized government system, substantial challenges confront sub-national governance. In the last decade, local service delivery has been largely provided outside of formal government structures, resulting in non-existent or weak processes and procedures to link central-level decision-making with provincial needs. Without effective linkages between these levels of government, the capacity of GIRoA to deliver services and to provide basic governance at the sub-national level is limited. In the current context, the central level incorporates minimal provincial input into decision-making, instead, producing national plans and budgets that do not adequately reflect provincial needs.

Compounding this challenge is the weak capacity of provincial actors to effectively coordinate horizontally at the sub-national level, i.e. engage with citizens and advocate for their priorities. Furthermore, provincial actors frequently do not produce provincial development and strategic plans that adhere to central ministry criteria, or that align with national plans and priorities. Conversely, central ministries rarely provide budget ceilings to their provincial directorates, and provinces nearly always submit plans significantly greater than their budget allocations. In addition, funding allocated to the provincial level and services procured at the central level for local delivery are not communicated to provincial authorities. Consequently, sub-national entities are unable to conduct efficient bottom-up planning, manage budgets, or effectively monitor service delivery.

Moreover, provincial actors infrequently advocate for provincial needs at the national level. However, some improvements have been made in connecting the PCs with Parliament to raise provincial concerns. Public engagement of these bodies has increased over the last few years to better understand community priorities and share information with citizens. Such efforts must be expanded, with increased attention to lobbying for provincial input in national decision-making.

The unclear mandates and authorities of sub-national government bodies and of IDLG also present significant challenges. The relationships between institutions at the provincial, district and community levels are unclear, as are their relationships with the central government in Kabul (this lack of clarity is found both with executive and representational bodies). The SNGP took a first, but incomplete, step towards addressing this lack of clarity. Legislation that more explicitly identifies the authority of various sub-national government entities have been drafted and are currently awaiting passage by Parliament. Once these laws are passed, GIRoA must then develop a regulatory framework for government bodies to further clarify their roles and responsibilities.

Improving revenue generation systems is a highly important governance issue in Afghanistan. USAID and other donors support the MoF (and municipalities) to enhance revenue collection by helping them to develop revenue generation schemes. Afghanistan’s centralized system of governance poses many challenges for revenue generation at the provincial level. Provinces currently lack authority to generate revenue, making it essential for them to create vertical linkages with the central government, so that they can better advocate for their needs and create development plans that can realistically improve provincial service delivery.

Thus, the creation of provincial development plans in coordination with central level GIRoA ministries and with input from the public will help align these plans with national priorities and align provincial service provision with citizen needs. Clear and negotiated provincial plans will also reduce many ambiguities surrounding how GIRoA's development funds should be spent. Provincial development plans also need to address the lack of proper maintenance plans for development projects.

#### Challenges faced by specific provincial representative and appointed bodies

**Provincial Governors (PGs):** PGs often take on roles beyond those delineated by the SNGP because of confusing and overlapping language in the Policy, limited capacity of other provincial bodies, and *ad hoc* practices developed over time to respond to donor and military pressures. In most cases, PGs operate through both the formal government system as well as through a network of informal actors. Because they are appointed by the President, PGs are accountable solely to the Executive Branch and often have weak links to their respective province. This limits their responsiveness and willingness to advocate for provincial needs.

**Provincial Councils (PCs):** The SNGP describes the role of PCs in terms of citizen representation and oversight of the provincial administration, but guidelines for implementation have not been established. The result is confusion and differences in PC operations, highlighting the need for clear policy guidelines. While PCs' capacities have grown, these councils continue to demonstrate weak ability to represent constituents by ensuring the inclusion of citizens' priorities in Provincial Development Plans (PDPs), or provide sufficient oversight of provincial service delivery. While PC members themselves have benefitted from donor assistance, little attention has been paid to the administrative staffs that form the backbone of these institutions. These civil servants require support to better serve their councils. Through the USAID Sub-national Governance Program implemented by the National Democratic Institute, PCs have begun to form relationships with Parliamentarians to advocate for provincial priorities and, with further support, this linkage shows potential for greater growth and success.

**Provincial Development Committees (PDCs):** PDCs should coordinate and prioritize provincial services, and develop PDPs in line with community needs and the National Priority Programs (NPP). However, PDCs meet inconsistently across the nation, with some meeting regularly and others very rarely. The PDCs that do congregate and produce a PDP often develop inadequate plans that do not reflect national development strategies or priorities. The MoEc's provincial line directorate serves as the secretariat of the PDC to ensure plans are viable. At the central level, the MoEc is expected to analyze and disseminate the plans to different line ministries. However, this process is not rigorously applied and consequently the central government does not use the PDPs to inform the national budget and planning process. PDCs require assistance to develop good plans and to advocate for these plans at the central level. The MoEc also requires support to improve its analysis and dissemination of PDPs.

**Provincial Administrative Assemblies (PAAs):** Most of the PAA members are also the PDC members and they are involved in the implementation of PDPs. The challenges they face include lack of capacity and skills in both development and administration, which they will get through this program.

**Independent Directorate of Local Governance (IDLG):** IDLG is comprised of several directorates and, in addition to engagement in policy and planning, its mandate is to provide support to SNG entities and to improve local governance through engagement with ministries. In addition, IDLG participates in merit-based hiring for select sub-national officials and should provide capacity development support to government employees in the provinces, districts, and municipalities. Shortage of staff, weak institutional structures, and insufficient capacity at IDLG renders it unable to fully carry out its mandate.

**Ministry of Economy, General Directorate of Design and Coordination.** The Department of Provincial Economic Affairs has challenges in areas of staffing and skills in reviewing the PDPs and making sure they align with central level strategies. Following up with the relevant ministries to make sure PDPs feed the central ministries annual work-plan has been another challenge within this department. The program will work alongside the existing staff and build their capacity to discharge their mandate in a timely manner.

#### C.2.2 Linkages to Other USG Programs and USAID Policies

To date, USAID has focused on building basic capacities of PGOs and PCs through other programs. The ISLA program will reinforce and expand these previous efforts by further building these institutions and focusing on systems and processes for better service delivery. The program will use a holistic approach of working with the PGOs, PCs, PDCs, and PAAs to strengthen coordination of these bodies and their collaboration with central-level counterparts.

ISLA supports the USG strategy on sub-national governance, which recognizes SNG as a cross-cutting, complex issue that affects all ministries and their provincial counterparts. ISLA will coordinate and collaborate closely with other USAID programs, including those of other sectors that support SNG. Results achieved in all sectors will contribute to the success of ISLA. Coordination and collaboration will involve meeting regularly and sharing documents, such as work plans and activity plans, in order to develop complementary activities in content, sequence and scheduling.

USAID SNG programs include but are not limited to:

- Strong Hubs for Afghan Hope and Resilience (SHAHAR): assistance to municipalities to build on gains made in revenue generation and to strengthen budget planning and execution capacity within municipalities to improve processes and their ability to manage public finances.
- Independent Administrative Reform and Civil Service Commission (CSC): on-budget support to strengthen the CSC. All training provided to civil servants must be coordinated with the CSC and the Civil Service Institute (ACSI) must be used when feasible.
- Promotion of Afghan Civil Engagement (PACE): support to civil society to improve citizens' ability to engage with government, including through thematic training (such as on provincial development planning) and conducting social audits. ISLA will work to ensure provincial governments and citizens are well informed of salient issues and policies for fruitful interaction between the two.
- The Afghanistan Trade and Revenue Project (formerly known as CARAVAN: support to the MoF's efforts with line ministries and directorates to increase provincial budgeting capabilities. ISLA must work closely with this program to avoid duplication and ensure complementary efforts. For example, if the MoF trains provincial authorities on budgeting

and procurement, ISLA will not duplicate these trainings, but will instead provide the support to apply skills gained in the training.

- Integrated Health Services and System Strengthening Program (IHSSSP): support to the Ministry of Public Health, including off-budget components to strengthen the provincial Line Directorates. ISLA will provide complementary support to the line directors (and to the Provincial Health Coordination Committees as needed) to improve advocacy, communication and planning skills.
- Agriculture Research and Extension Development Program (AGRED): assistance to the Ministry of Agriculture, Irrigation and Livestock, including components to strengthen capacity of provincial Line Directorates. ISLA will provide complementary support to the line directors to improve advocacy, communication and planning skills.
- Stabilization in Key Areas (SIKA): support to key districts through IDLG and the Ministry of Rural Rehabilitation and Development (MRRD) to identify and address sources of instability. SIKA works closely with District Development Assemblies to become District Coordination Councils (tasked to coordinate and monitor district line ministries' efforts to provide services). Thus, ISLA must coordinate with all SIKA programs so that district level concerns are incorporated in provincial level planning. This is especially true in those provinces where SIKA is present and maintains a provincial support team.
- National Solidarity Program (NSP): assistance provided through the World Bank Afghanistan Reconstruction Trust Fund to the MRRD to foster improvements in village level development. ISLA must work with NSP to ensure that village level concerns are incorporated in provincial level planning.

ISLA will use the following USAID policies<sup>3</sup> as guiding documents for program implementation:

- Gender Equality and Female Empowerment Policy (March 2012)
- Youth in Development (October 2012)
- USAID Forward Principles<sup>4</sup>

### C.2.3 Linkages to the Work of Other Donors

The ISLA program will also work in close coordination with other donor programs to ensure activities are complementary and non-duplicative:

- The United Kingdom's (UK) Department for International Development (DFID) Strengthening Provincial Administration and Delivery (SPAD) program implemented in Uruzgan, Bamyan, and Helmand Provinces provides on-budget funding to these provinces and their districts. ISLA will collaborate with SPAD and encourage the implementation of uniform and standardized processes and procedures in the partner provinces of both programs. ISLA will target different provinces to avoid overlap with SPAD.
- ISLA will coordinate closely with programs that build capacity of IDLG. For example, ISLA will work closely with Phase II of a DFID-funded program that seeks to strengthen the core functions of IDLG so they can implement the SNG Policy and components of the NPP on Local Governance. ISLA will work with IDLG to implement select deliverables of ISLA as appropriate, such as revised Terms of Reference for PGs and PCs.

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<sup>3</sup> USAID policies can be downloaded from [www.usaid.gov](http://www.usaid.gov)

<sup>4</sup> Details can be found at [www.usaid.gov/usaidforward](http://www.usaid.gov/usaidforward)

- ISLA will also coordinate with the United Nations Development Program (UNDP) Afghanistan Sub-national Governance Program (UNDP/ASGP II) which provides technical assistance to IDLG to better serve provinces and municipalities.

ISLA will contribute to the achievement of the TMAF indicators by building the communication flows and capacity at the provincial level to plan and execute budgets, and to strengthen the SNG systems that are part of the SNG Policy. These efforts will support the three areas of TMAF that pertain to SNG:

- 1) Governance, Rule of Law and Human Rights;
- 2) Representational Democracy and Equitable Elections and;
- 3) Government Revenues, Budget Execution and Sub-national Governance.<sup>5</sup>

#### C.2.4 Linkages to GIROA

ISLA is designed to support GIROA's SNGP. As a result, ISLA will align its efforts with relevant ministries, such as MoF, to strengthen sub-national planning, budgeting and service delivery. ISLA will also take other relevant policies, such as the National Policy for Unified District and Village Governance and Development into account, and coordinate its interventions with those that support such SNG policies.

In particular, ISLA is designed to support the Afghan National Development Strategy (ANDS) local governance development priorities and plans, and more specifically, support the implementation of two of the 22 National Priority Programs (NPPs) – which are now a part of the ANDS:<sup>6</sup>

- Economic and Financial Reform (First NPP under the Governance Cluster)
- Local Governance (Fourth NPP under the Governance Cluster)<sup>7</sup>

ISLA will align to GIROA's NPPs in the following ways:

#### **NPP on Financial and Economic Reform**

Financial and economic reform is the first NPP under the Governance Cluster NPPs. ISLA aligns with and supports GIROA's plans to improve public financial management, budget planning, increase transparency and accountability of public finances. ISLA will promote a number of reform

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<sup>5</sup> The main TMAF indicators that focus on SNG include: (i) Improve [development] budget execution to 75 percent by 2017 (ii) Enact a legal framework to clarify roles, and responsibilities of government agencies at national, provincial and district levels, in line with the 2010 Sub-national Governance Policy and (iii) Develop a provincial budgeting process that includes provincial input into the relevant Ministries formulation of budget requests, linked to a provincial planning process in which Provincial Councils have their consultative roles.

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

For more on the NPPs, see <http://mof.gov.af/en/page/3976>

For more on the Kabul Process which integrated the NPPs into the ANDS, see

<http://www.thekabulprocess.gov.af/>

<sup>7</sup> For more about the NPP on Local Governance (one of the NPPs under the Governance Cluster), see <http://www.thekabulprocess.gov.af/images/npps/gov/gov-lg-final.pdf>.

areas identified under the key themes of the Public Financial Management Roadmap under this NPP.<sup>8</sup>

NPP on Financial and Economic Reform	ISLA Alignment and Support
Reform Area 1.03: <i>Program Budgeting</i>	ISLA assistance for public financial management will support the implementation of program budgeting by improving GIRoA's ability to plan budgets, monitor service delivery, and set realistic priorities.
Reform Area 2.01: <i>Provincial Budgeting</i>	ISLA will provide support to GIRoA to improve service delivery to Afghan citizens by improving budget planning at the provincial level. ISLA will focus on improving provincial actors' ability to coordinate budgeting efforts, set priorities and plan for provincial needs in the O&M and development budgets. The program will work to increase the involvement of local entities in planning and implementing budgets for sub-national programs, and enhancing the consultation/communication process between national level GIRoA officials and provincial actors.
Reform Area 2.02: <i>Procurement</i>	ISLA will collaborate with the Mission's Cash Transfer to Civil Service Reform (on-budget program with MoF) to strengthen mechanisms for procuring services, increasing efficiencies, transparency, and accountability in the procurement process.
Reform Area 2.03: <i>Performance Monitoring</i>	ISLA will work to build the capacity of sub-national actors such as the Provincial Councils and Line Directorates, to coordinate efforts and monitor government service delivery.
Reform Area 3.01: <i>Communications</i>	ISLA will work with provincial actors through the Provincial Development Committee and Provincial Administrative Assembly to improve internal GIRoA communications on planning for budgets, prioritizing development initiatives and fiscal management of provincial priorities. ISLA will also work to develop mechanisms to

<sup>8</sup> See: <http://www.thekabulprocess.gov.af/images/npps/gov/gov-roadmap-final.pdf>

NPP on Financial and Economic Reform	ISLA Alignment and Support
	inform citizens and stakeholders about funding for or lack of funding for needs.

**NPP on Local Governance**

The ISLA program is designed to align and specifically support the NPP on Local Governance, the fourth NPP under the Governance Cluster NPPs. ISLA will support GIRoA in these efforts by working towards the achievement of a range of critical goals identified by GIRoA. The Components and Sub-Components of this NPP that are relevant to ISLA are:<sup>9</sup>

**Component 1: National Basis for Local Governance**

Under Component 1, ISLA will support GIRoA’s plans to strengthen the operating environment and regulatory framework for sub-national governance.

NPP on Local Governance Component 1: <i>National Basis for Local Governance</i>	ISLA Alignment and Support
<p>Sub-Component 1.1: <i>Prioritization of the Sub-National Governance Policy</i></p> <p>“By the end of 2014, mechanisms will have been put in place to accelerate the implementation of the SNG Policy of the GIRoA, by more clearly identifying the implementation priorities for the policy and providing better coordination and monitoring of policy implementation.”</p>	<p>ISLA will use the SNG Policy as a guiding document in its implementation and ensure that provincial actors understand key elements of the policy.</p>
<p>Sub-Component 1.3: <i>Sub-National Finance and Planning</i></p> <p>“By the end of 2014, the system of sub-national finance and planning will be reformed so that, within the context of the unitary and centralized state, the allocation of resources is more equitable and provinces have a greater role in the planning and implementation of service delivery (as described in part 2, section V of the Sub-</p>	<p>ISLA will work to increase the capacity of actors to understand the budgeting process and identify priorities to be submitted to central ministries.</p>

<sup>9</sup> It is important to note that while this NPP and this Request For Proposals refer to “Components” **they are not one and the same**. To distinguish the two, the NPP’s Components and Sub-Components are numbered *numerically* (as written in the ANDS) while the Components under this RFP’s Statement of Work have been numbered *alphabetically*.

<p><b>NPP on Local Governance</b> <b>Component 1: National Basis for Local Governance</b></p>	<p><b>ISLA Alignment and Support</b></p>
<p>national Governance Policy.”</p>	
<p>Sub-Component 1.4: <i>Institutional and Capacity Development of IDLG center</i></p> <p>“By the end of 2014, IDLG center will have the structures, systems and staff needed to deliver its priorities on a sustainable basis at the center, provinces and districts in line with the Transition process.”</p>	<p>ISLA will support capacity building of key directorates at IDLG in order for them to better support sub-national governments. This will include jointly developing a curriculum with IDLG for capacity development. By the end of the program, IDLG will be able to implement the capacity development program on its own.</p>

**Component 2: Provincial and District Administration**

Under Component 2, GIRoA seeks to develop the functioning capacity of sub-national actors through infrastructure development, public administrative reform, provincial and district capacity development and administrative reforms, and achieve better coordination at the sub-national level for service delivery.

<p><b>NPP on Local Governance</b> <b>Component 2: Provincial and District Administration</b></p>	<p><b>ISLA Alignment and Support</b></p>
<p>Sub-Component 2.11: <i>Provincial and District Institutional and Capacity Development</i></p> <p>“By the end of 2014, IDLG center will have established a capacity development plan for trainings and capacity building for staff to increase knowledge and skills at the center, provinces, and districts.”</p>	<p>ISLA will provide targeted training and technical assistance to strengthen the capacity of provincial authorities and civil servants to carry out their responsibilities.</p>
<p>Sub-Component 2.14: <i>Provincial Strategic Planning (PSP)</i></p> <p>“By 2013, the sub-national governance entities will be receiving technical support and guidance on the implementation of an agreed system of Provincial Strategic Planning. The system of comprehensive local planning will be agreed by all planning stakeholders and used as the basis for all planning activities at the local level.”</p>	<p>ISLA will support efforts to develop and implement PSPs (different from PDPs) through participatory processes. The program will help provincial actors communicate and gain support for their plans from the central level.</p>

**Component 4: Local Representation, Accountability and Transparency**<sup>10</sup>

Under Component 4, GIRA seeks to build the capacity of provincial actors to represent citizen needs, advocate for citizen priorities through Provincial Councils, improving district- and village-level representation, develop public grievance mechanisms, improve information sharing and support newly elected representatives.

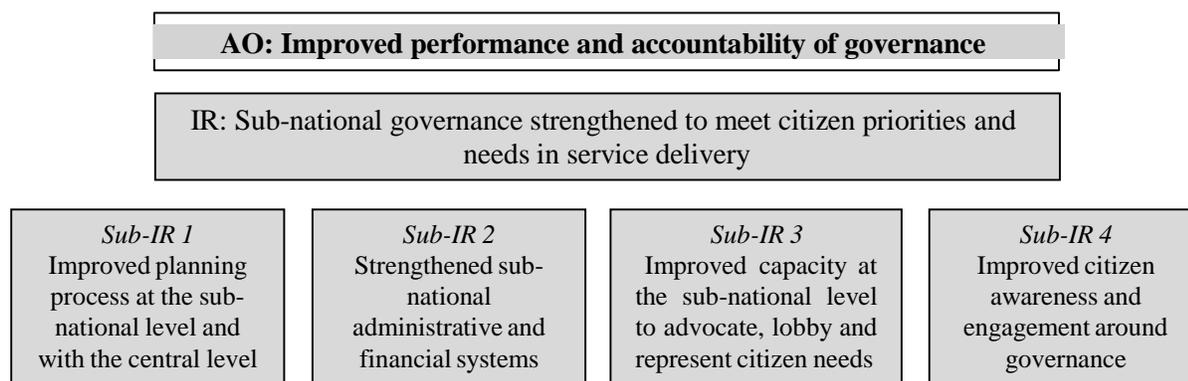
<b>NPP on Local Governance</b> <b>Component 4: Local Representation, Accountability and Transparency</b>	<b>ISLA Alignment and Support</b>
<p>Sub-Component 4.19: <i>Provincial Council Capacity Development</i></p> <p>“By the end of 2014, all 34 of the country’s PCs will have the structures, relationships, systems, skills and resources needed for them to discharge their roles in generating accountability and transparency, as described in section 11.1 of the SNG Policy (p120-125).”</p>	<p>ISLA will build on past efforts to strengthen the ability of PC members to carry out their mandates and will expand assistance to improve the capacity of Tashkeel [the approved staffing pattern] support staff. Efforts will include training on representation, prioritization of citizen needs, budgeting, advocacy, and oversight of service delivery. Support will be provided to institute norms of practice in roles and responsibilities based on current and pending legislation and the SNG Policy.</p>
<p>Sub-Component 4.21: <i>Public Grievances Mechanisms</i></p> <p>“By the end of 2013, there will be a transparent and efficient mechanism in all 34 provinces to ensure that grievances and complaints of the provincial populaces can be addressed by the provincial administration, as described in section 11.1 of the Policy (on the duties of the Provincial Governors (p104) and Provincial Councils (p123).</p>	<p>ISLA will train PGOs and PCs on dispute resolution practices and on a referral system to the formal judicial system and to the Department of Hoqooq at the Ministry of Justice.</p>
<p>Sub-Component 4.22: <i>Local Council Coordination &amp; Information Sharing</i></p> <p>“By the end of 2013, the accountability and transparency functions of provincial and district level councils outlined in section 11.1 of the Policy will be reinforced as a result of networking between representative bodies</p>	<p>ISLA will help PCs and IDLG to develop a mutual reporting system to share information, improve transparency and hold each another accountable. ISLA will continue efforts to link PCs across the nation and improve horizontal relations within provincial administrations through the PDC and PAA processes.</p>

<sup>10</sup> Component 3: *Municipal Administration* is omitted as it is not supported by ISLA, but rather, supported under USAID’s upcoming SHAHAR program

<p><b>NPP on Local Governance</b> <b>Component 4: Local Representation, Accountability and Transparency</b></p>	<p><b>ISLA Alignment and Support</b></p>
<p>at different levels and active engagement of IDLG.”</p>	
<p>Sub-component 4.23: <i>Support to Newly Elected Representatives</i></p> <p>“By the end of 2014, support to newly elected local representatives for PCs and Municipal Councils will have been conducted to acknowledge people’s will and preferences for representation.”</p>	<p>ISLA will provide support to IDLG and newly elected PC members to transfer knowledge and conduct orientations.</p>

C.2.5 Program Strategy

ISLA is one part of USAID/ Afghanistan’s SNG programs. The conceptual framework for ISLA builds on key principles, components, and outcomes in order to provide a coherent, long-term development approach. The program’s Results Framework will be adapted from the Mission’s Governance Results Framework, shown below in Figure 1. The governance Assistance Objective (AO) is to improve performance and accountability of governance in Afghanistan. Contributing to the accomplishment of this AO is the Intermediate Result (IR): Sub-National Governance strengthened to meet citizen priorities and needs in service delivery. As shown in Figure 1, to achieve this IR, ISLA will contribute to the achievement of four Sub-IRs.



**Figure 1: The Mission’s Governance Results Framework**

**Theories of Change**

The program will complement and expand on the following Theories of Change and associated assumptions:

- If sub-national planning, budgeting, and consultative processes are institutionalized and the capacity of Tashkeel staff and elected leaders is improved, then the ability of sub-national institutions to identify priority services and support service delivery will be strengthened.

- If the provincial government engages in long-term strategic planning, then budget submissions and use of available funding will be more responsive to and better aligned with citizen needs.
- If provincial actors are trained in advocacy and communication skills and supported to engage with citizens, then they will more effectively represent citizen interests to central-level counterparts.
- If central and provincial government counterparts improve their coordination and collaboration, then they will provide services that reflect citizen priorities.
- Assumption on Political Will: IDLG as an institution, or its functions, is retained within GIRoA after the 2014 elections, and the new Cabinet continues to authorize limited but growing de-concentration of authority for provincial officials' engagement in public financial management.
- Assumption on Corruption: With greater use of Afghan Financial Management Information System (AFMIS) by provincial officials, increasing transparency in provincial budget planning, and increasing citizen awareness, the opportunities for corruption will be gradually diminished.
- Assumption on Policy Framework: The three new laws (Provincial Council Law, Local Administration Law and the Municipal Law) needed to clarify Afghanistan's SNG framework will be enacted, bringing about modest but significant de-concentration of authority and improved clarity of roles. In addition, the new Provincial Budgeting Policy is enacted and implemented by GIRoA.

### **Guiding Principles**

Three key Guiding Principles will guide ISLA operations to maximize return on program investment and coordination with GIRoA and USG priorities:

*Build on previous investments by GIRoA, USG, and other donors.* Significant investments have been made over the past 10 years in the democracy and governance sector in government capacity, technology transfer, organizational development, and infrastructure. The Contractor must incorporate lessons-learned from the successes and weaknesses of previous governance, sub-national finance, and stabilization projects in Afghanistan. ISLA will build on achievements, understand the challenges, and apply best practices to increase the returns on investment of this new program.

*Focus on core economic growth zones.* ISLA will be implemented in the economically active geographic regions that USAID has identified due to their strategic capacity to provide a foundation for economic development in Afghanistan. These areas of interest encompass economically viable regions primarily along the ring road and include the provinces listed under C.2.7 where this program is targeted for implementation.

*Local partnerships.* In line with USAID Forward and good development practice, the Contractor shall subcontract local organizations to implement some program activities. Subcontractor activities must be described and include cost estimates. The focus will be to strengthen Afghan ability to conduct governance activities.

## C.2.6 Cross-Cutting Principles

The following are the thematic areas that are to be integrated into each of the four program components:

### *Women and Government*

Article 22 of the Afghan Constitution states: “Any kind of discrimination and privilege between the citizens of Afghanistan are prohibited. The citizens of Afghanistan – whether man or woman – have equal rights and duties before the law.” Further to this, and consistent with the Convention on the Elimination of All Forms of Discrimination against Women (CEDAW), in 2007, the Ministry of Women’s Affairs (MoWA) developed the National Action Plan for the Women of Afghanistan (NAPWA). NAPWA envisions that Afghanistan will be, “a peaceful and progressive country where women and men enjoy security, equal rights and opportunities in all aspects of life.” It pursues the twin goals of gender equality and women’s empowerment.

Afghanistan signed the Millennium Declaration in 2004 and seeks to reach the Millennium Development Goals by 2020. One of the objectives is to increase female participation in elected and appointed bodies and the civil service at all levels of government to 30% by 2020. Moreover, the SNG Policy states that, “to support the achievement of gender equity all government entities will embrace and implement gender equity efforts, including gender sensitive policies, strategies, budgets and programs. Ensuring that gender equity is achieved is the shared responsibility among government entities and the national and sub-national levels.”

Provincial level entities continue to devote insufficient attention to gender needs and interests and do not fully address gender as a cross-cutting theme. Furthermore, the misconception still exists that gender is only about women. As government decisions, particularly related to development, affect men and women in different ways, sub-national authorities must employ gender sensitive approaches to citizen outreach, planning, and service delivery so that men and women enjoy equal access to and control over public resources and services. ISLA will ensure provincial actors pay special attention to help women overcome the barriers that prevent them from participating in local government and planning institutions, and accessing opportunities and resources. ISLA will use IDLG’s Anti-Harassment Policy Guideline to help create a safe environment for women’s participation at the provincial level.

At the sub-national level, ISLA will implement many activities to achieve the gender development-related goals of GIRoA and will deliberately seek to eliminate gaps between the status of males and females at the sub-national level. ISLA will use the USAID Gender Equality and Female Empowerment Policy (March 2012) as a guiding document to improve gender equality through this program. ISLA will also use the results of the USAID/Afghanistan Gender Analysis for SNG programs<sup>11</sup> (J.6) to shape activities to improve gender equity. Some examples of activities the Contractor can implement are ensuring the inclusion of women in citizen outreach events and planning processes, holding women-only town hall meetings, organizing advocacy and lobbying opportunities for women, and coordinating gender-related activities with other sub-national government entities and civil society organizations. The Contractor must ensure that gender is mainstreamed in all aspects of provincial administration and operations and that both men and

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<sup>11</sup> [A](#) copy is available as an attachment to this RFP.

women are equal partners in efforts to improve SNG.

### *Youth Engagement*

It is widely acknowledged that Afghanistan is in a period of demographic transition due to its large “youth bulge.” Estimates vary, but around 70% of the Afghan population is under 25 years of age, according to a recent United Nations report.<sup>12</sup> A large youth population does not guarantee unrest, but it does represent a variable that must be accounted for in any program. In the case of ISLA, youth inclusion is even more essential as broad civic participation is necessary for positive changes in governance that respond to citizen needs and priorities. Incorporating Afghan youth into this program will be a challenge, due in part to low levels of education and their varying notions of the role of government, but their participation is a requirement for sustainable success.

To ensure that youth are accounted for as appropriate in each activity, ISLA will use USAID’s Youth in Development Policy (October 2012)<sup>13</sup> as a guiding document to increase direct contact of youth with the provincial government. In line with the policy, youth are defined as people less than thirty years of age. The ISLA program will implement activities to help achieve the following two expected outcomes outlined in the policy:

- 1) Youth fully participate in democratic and development processes, play active roles in peace-building and civil society, and are less involved in gangs, criminal networks, and insurgent organizations and
- 2) Youth have a stronger voice in, and are better served by local and national institutions with more robust and youth-friendly policies. Examples of such activities include: youth-in-government internships, youth town halls, youth targeted media outreach, and inclusion of youth in PDC meetings. Creative approaches must be used to ensure youth are engaged with their provincial government.

### *Innovation*

The international community has provided assistance to Afghanistan over the last decade on a grand scale. Similar methods have been repeatedly applied with limited success. Some instances of innovation, such as the use of performance-based mechanisms, have proven to be more successful. Capacity building and training have become tired terms in Afghanistan, as their successes are often not visible in contrast to infrastructure projects. That said, ISLA will breathe new life into these kinds of activities by applying innovative approaches to improving SNG, and by better applying lessons learned from past governance programs. Where appropriate, new and existing technologies to achieve program objectives will be used, including the use of mobile money or electronic payment methods (see J.6).

### *Sustainability*

As outlined in USAID Forward, sustainability can be achieved through building the skills and

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<sup>12</sup> Afghan Youth and the United Nations, 2011, Issue #3, page 1:

<http://unama.unmissions.org/LinkClick.aspx?link=Publication%2FUN+Newspaper%2FNewspaper+August-21-web.pdf&tabid=12321&mid=15816&language=en-US>

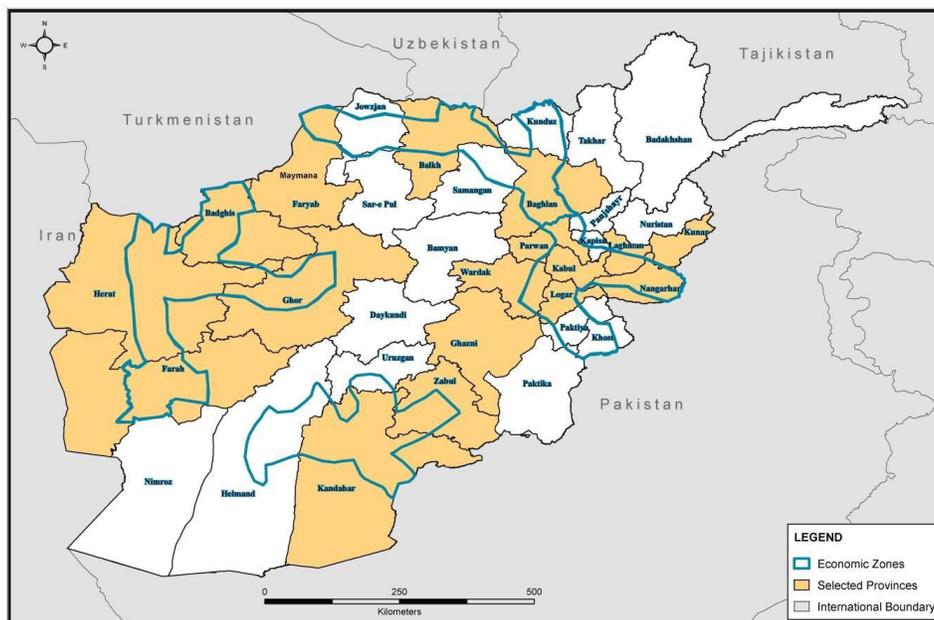
<sup>13</sup> [http://www.usaid.gov/sites/default/files/documents/1870/Youth\\_in\\_Development\\_Policy.pdf](http://www.usaid.gov/sites/default/files/documents/1870/Youth_in_Development_Policy.pdf)

capacity of local stakeholders whose involvement will be critical for maintaining development gains after the program ends. In addition, by nurturing effective institutions to analyze, implement, and evaluate activities in the relevant development areas, advances can be sustained. Under ISLA, sustainability will be fostered by emphasizing long-term capacity building with Tashkeel staff. By the end of the program, IDLG, provincial officials, and Tashkeel staff will demonstrate key skills in public administration, advocacy, and planning. Sustainability will also be addressed through strengthening the systems and processes for institution building among PGOs, PCOs, PCs, PDCs, PAAs, and IDLG. These systems and processes will be reinforced through training of Tashkeel staff and targeted officials. Targeted assistance to IDLG will also contribute to sustainability as IDLG further develops its ability to support sub-national entities.

#### C.2.7 Program Locations

The Contractor shall operate in 16 provinces, as well as provide assistance to IDLG and engage other central ministries in Kabul, and must be prepared to travel to insecure areas. In consultation with IDLG, the target provincial authorities (subject to USAID amendment) include:

1. Badghis
2. Baghlan
3. Balkh
4. Farah
5. Faryab
6. Ghazni
7. Ghor
8. Herat
9. Kandahar
10. Kunar
11. Laghman
12. Logar
13. Nangarhar
14. Parwan
15. Wardak
16. Zabul



**Figure 2: Target Provinces to Receive USAID Assistance under the ISLA Program**

USAID recognizes the challenges the Contractor may face in ensuring adequate staff security and mobility for program implementation, monitoring, and evaluation in this transition environment. The Contractor is encouraged to propose “trip-wires” to be monitored during the course of implementation that would signal the need to suspend or terminate assistance in any given province. The rationale behind the proposed selection of provinces is to strengthen local governance within core economic growth zones and key connecting commerce routes between regional population centers, and to avoid duplication with other donor assistance.

The Contractor shall establish the program’s office headquarters in Kabul. At least one embedded advisor must be physically located in the offices of IDLG to assist with coordinating the program with GIRoA. Furthermore, the Contractor shall establish a “presence” in all 16 provinces (ideally establishing a “project office” on the grounds of a provincial facility). Such a field presence would allow for better delivery of capacity-building activities with provincial entities.

### C.3 PROGRAM COMPONENTS

This program is comprised of four (4) components. The program will ensure that services prioritized in provincial plans aligned with NPP deliverables and that they reflect improved coordination and communication between provincial actors, between different levels of government and citizens. More specifically, this comprehensive capacity building program will be focused on financial planning, administrative management, representation, coordination and community outreach to build the sustainability of sub-national governance structures.<sup>14</sup>

<sup>14</sup> USAID/Afghanistan envisions the four program components to be consistent throughout the life of the program. However, adjustments may be required following the outcome of the 2014 elections, or other unforeseen circumstances. Innovative proposals to achieve the desired results under each Component are strongly encouraged.

**COMPONENT A: Provincial Planning and Budgeting**

ISLA will strengthen the capacity of provincial actors (PGOs, PGs, PCs, PCOs, PDCs, PAAs, provincial line ministry directorates and relevant technical units of IDLG and MoEc) to strategically plan, implement and coordinate activities. The program will emphasize an effective two-way flow of information between the central government and provinces as a means of facilitating provincial authorities' participation in planning, budgeting, execution, and monitoring.

**COMPONENT B: Sub-National Institution Building**

ISLA will strengthen the foundations of provincial entities, IDLG and MoEc through targeted capacity development, focusing on institutionalizing systems and administrative processes and strengthening the enabling environment.

**COMPONENT C: Inclusive Advocacy**

The program will improve the ability of provincial actors to represent citizen interests in planning and service delivery, and advocate to their central level counterparts for the inclusion of provincial priorities in national plans and budgets.

**COMPONENT D: Public Engagement**

ISLA will improve the ability of provincial authorities to reach out to citizens and inform them of government decisions, actions, and general information while soliciting feedback to understand citizen priorities and needs.

**C.4 DELIVERABLES**

The Contractor is required to fulfill a set of deliverables, described in detail below, in order to address the challenges identified under each Component. In addition to the deliverables and activities that are outlined in this section, the Contractor is encouraged to propose other activities and deliverables that it believes will further the objectives and achievements of ISLA.

The numbering sequence for the deliverables is as follows:

- the first letter of the numbering convention is the corresponding component of the program;
- the number that follows is the year due and;
- The last number is the sequential numbering of the deliverables due that year for that component. e.g., A.1.1 is a deliverable under Component A, due in Year 1, and is deliverable #1 for Year 1.

**The Contractor may have to work on certain deliverables simultaneously and annually (e.g. PDC work plans, provincial workshops). The completion of some deliverables may be spread across multiple years (e.g. Citizen Service Centers). Deliverables should be implemented such that all component deliverables are coordinated as one solid activity such that individual deliverables do not stand alone and are not independent of one another.**

**It is pertinent that the Contractor carefully plan the sustainability of respective deliverables and develop the deliverables accordingly.**

### **COMPONENT A: Provincial Planning and Budgeting**

This Component will strengthen provincial actors' and administrative offices' capacity in strategic and financial planning and coordination. These engagements will target the planning capacity of provincial actors through the PDCs and PAAs processes, and target building the financial administrative capacity of provincial authorities and administrative staff. Long-term capacity building efforts will work to strengthen the foundations of the provincial institutions through targeting capacity development of civil servants and focusing on institutionalizing systems and administrative processes. Targeted actors are PCs and their administrative staff, PGOs and line directorates through PDCs and PAAs. These engagements will strengthen the provincial development planning process carried out by the PDCs and implemented by the PAAs to feed into national decision-making for plans and budgets. Building the capacity of provincial actors to engage in the planning and provincial budgeting process will support service delivery efforts so that they are in line with provincial priorities, central ministry plans, and budget allocations. Assistance will strengthen the ability of the PDCs to prepare, monitor, and evaluate their PDPs. Efforts under this component will also have a strong focus on institution building.

IDLG recently started the process for developing Provincial Strategic Plans (PSPs) for each province. This is a five (5) year strategic plan for the province. IDLG has already started this process, developing PSPs for a number of provinces, but it has not yet completed the strategic plans for all of the provinces. PSPs need to be established through participatory processes and engage all central level stakeholders to make sure they are in line with long-term central level strategies.

Governors: Assistance will include working with PGOs to strengthen their facilitation and coordination role of provincial efforts to align with the MoF's budgeting process and line ministries' delivery of services. Support will aim to improve planning skills and financial management capacity while enhancing oversight in the management and coordination of the PDP process. In addition, ISLA will focus on increasing PGOs' understanding of national plans and budget process and building better relations with other governance actors. To improve accountability and transparency, ISLA will target increased community outreach related to provincial budgeting and planning and publication of provincial service delivery and budgets.

Provincial Councils: USAID will sustain its support for PCs, building upon the previous program that introduced basic skills in organization, budgeting, and outreach activities. ISLA will strengthen PC performance in substantive functional areas, including participation in the PDC process, improved relationships with sub-national stakeholders (i.e., ministries, PGs, donors and NGOs), and representation of their constituents. Support will include strengthening the capacity of PCO administrative staff to improve coordination with other provincial actors (particularly with line directorates on the budgeting process), to report to IDLG on activities, and to advocate and lobby on behalf of their constituents with central authorities.

Line ministries: The Contractor must work with other USAID/Afghanistan technical offices to support line directorates that have, or should have, representatives at the provincial and district levels, such as the directorates of Finance, Economy, Education, Rural Rehabilitation and Development, Public Health, Public Works and others. These line directorates will receive assistance through support provided to PDCs and PAAs for better planning, and communication/advocacy skills horizontally at the provincial level and vertically with their respective ministries. Activities will also work to improve the linkages between the central planning and budget process and the

provincial actors.

ISLA will strengthen institutions across selected provinces and improve coordination between PCs, PGOs, line directorates, and citizens. The program will build on current gains made in the development of PCs, the role of PDCs, and PGO leadership in planning. An example is the success of the PC internship program to help institutionalize practices in the PCs, while also developing a cadre of youth interested in and skilled in public service. ISLA will build on this success.

#### Deliverable A.1.1

*Provincial Planning Guideline:* To start off the following year's provincial planning process with forehand knowledge and the necessary coordination, the Contractor shall work jointly with provincial entities to engage IDLG and MoEc to determine which of the existing National Priorities can be achieved during the upcoming year, and the process that select line ministries in Kabul (such as Ministries of Public Health; Education; Agriculture, Irrigation and Livestock; Water and Energy; and Rural Rehabilitation and Development) use to administer PDPs. The Contractor shall then use this information to assist each province to craft a guideline(s) of how their PSPs and PDPs will be created, ensuring that they are in alignment with the national priority plans of key ministries at the center, as well as meet the requirements of Afghanistan's SNG Policy.<sup>15</sup> This guideline(s) is necessary to determine the roles and responsibilities various stakeholders – PGO, PC, PDC, line ministries, *Mustafiats* and others – will play in the planning process, as the mandate of each entity remains unclear, as stated in Afghanistan's SNG Policy. This process will require horizontal and vertical coordination with the various entities involved in the planning process.

#### Deliverable A.1.2

*Trainings on Provincial Budgeting:* The Contractor must work in coordination with IDLG and other relevant ministries to develop and implement trainings on provincial budgeting and standards of costing to support PGOs, PCOs, PDCs and line ministries in the preparation of provincial development plans which includes a plan for operations and maintenance. These trainings must be in line with the Ministry of Finance's Provincial Budgeting Policy and its guidelines.<sup>16</sup>

#### Deliverable A.1.3

*Improved Provincial Management:* The Contractor shall work jointly with provincial officials to create and implement a work plan for provinces to:

- Complete various citizen consultations, involving the active participation of women and youth (preparatory workshop, sub-national consultation workshop, and PDP/PSP workshop); (dovetails D.1.2 and D.1.4) in preparation for developing the PSPs and PDPs as well as informing citizens on other general governance issues;
- Create provincial profile updates (geography, demography and population, and institutional framework);
- Assist PDCs to develop and implement a strategy for each province to attract private investments.

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<sup>15</sup> For example, refer to page 23 of the SNG Policy (attachment J.4) on "Subnational Planning and Subnational Finance," which talks about PDCs and line ministries development of PDPs.

<sup>16</sup> Efforts in this area should take into account the work that was recently completed through USAID's Economic Growth and Governance Initiative (EGGI). The final program report is available on USAID's Development Experience Clearinghouse (DEC) at [www.dec.usaid.gov](http://www.dec.usaid.gov).

#### Deliverable A.1.4

*Provincial Planning Support to Provincial Entities:* The Contractor must support PGOs, PCs, PDCs, line ministries and other applicable entities to become more informed, knowledgeable and active participants in the provincial planning and budgeting process by working jointly with these entities to:

- Develop a PSP for provinces that do not yet have a PSP<sup>17</sup>, working jointly with IDLG and provincial actors, and using the existing process established by IDLG, as applicable;
- Identify the amount of their annual Ordinary and Development Budget, respectively, and furthermore, assist PDCs and line ministries to work together to develop their PDPs in accordance to the SNG Policy (and subsequent implementation guideline called “SNGP of the Government of Afghanistan: Implementation Framework”). This deliverable will dovetail the Planning Guideline(s) developed under A.1.1 as well as the Budgeting Guidelines discussed under B.1.3;
- Ensure PDPs reflect citizen priorities, including women and youth, meets applicable planning criteria, is developed based on vertical coordination between provincial officials and their counterparts at the center, and is reviewed by IDLG and MoEc;
- Develop provincial O&M plans which reflect provincial needs, are feasible and incorporate new projects identified in the PDP;
- Execute the actions stated in the PDP, thereby improving the number of development actions that are executed annually. This will involve working jointly with provincial officials to execute applicable procurement processes.

#### Deliverable A.1.5

*MoEc Analysis:* The Contractor must engage with MoEc to ensure that PDPs are analyzed and disseminated accordingly at the center.

### **COMPONENT B: Sub-National Institution Building**

Tashkeel staff at the central and provincial level (including line directorates), serve as the foundations for a sustainable development system in Afghanistan. This program will continue to build their capacity to coordinate and track provincial development needs. As authorities change, due to new political appointments or through elections, the Tashkeel staff at the central and provincial level provide the basis for sustainability and institutionalization. Thus, ISLA looks to build the sustainability of the corresponding sub-national governance structures.

At the central level, building the capacity of IDLG and MoEc is key to strengthening sub-national governance. There are seven (7) directorates at IDLG tasked with coordinating national development efforts with PGOs, PCs, DGOs and municipalities. IDLG leads high-level SNG policy planning with the central government and facilitates SNG through engagement with line ministries. Shortage of staff, weak institutional structures, and insufficient capacity at IDLG renders it unable to fully carry out its mandate. ISLA will support capacity building of key directorates at IDLG in order for them to better support sub-national governments. This will include jointly developing a curriculum with IDLG for capacity development.

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<sup>17</sup> IDLG maintains a list of provinces with current PSPs.

ISLA will also assist MoEc to improve its capacity to serve as the Secretariat for PDCs and as the ministry mandated to review and process PDPs for incorporation into the ministerial plans of relevant ministries. Shortage of staff with the prerequisite skills to review PDPs in a timely manner and ensure that PDPs are aligned with the annual work plans of the corresponding central level ministries is a challenge.

ISLA will also build the capacity of PGOs, PCs, and PDCs at the provincial level to create an environment that will institutionalize systems and administrative processes to enable better service delivery.

The Contractor must review previous and existing trainings (conducted with USAID and/or other donor support) to ensure that planned activities build on lessons-learned from the past and take into account identified challenges. Activities will be in line with IDLG's identified priorities, as documented in the NPP on Local Governance (see Section C.2.4). To ensure sustainability and cohesion, IDLG will have significant input in the creation or refining of any existing curriculum and/or guidelines.

#### Deliverable B.1.1

*Provincial Rapid Assessment Report:* The Contractor must conduct an assessment of each province's institutional capacities and needs towards successful achievement of the desired results under each program component. This will also include an assessment of the horizontal coordination between the PGOs, PCs, PDCs, PAAs, key line directorates, *Mustafiats* and other relevant entities in each province. Findings will be used to refine the draft program implementation strategy for each province (or set of provinces). As necessary, the findings of this Assessment will also be used to further refine the PMP.

#### Deliverable B.1.2

*Rapid Technical Capacity Assessment for IDLG and MoEc:* The Contractor shall conduct an assessment of IDLG and MoEc's technical capacities to successfully carry out their mandates and achieve the desired results under each program component. This will also include an assessment of the necessary horizontal and vertical linkages that are/have to be in place between the two institutions, as well as from these institutions to other key ministries at the center, to effect the type of communication and coordination necessary to effectively carry out their mandates. Findings will be used to refine the draft program implementation plan (applicable to all components). As necessary, the findings of this Assessment will also be used to further refine the PMP. The applicable directorates include:

- IDLG Directorate of Coordination and Local Programs Development
- IDLG Directorate of Policy and Planning
- IDLG General Directorate of Local Council Affairs (GDLCA)
- IDLG Capacity and Institutional Development Directorate (CIDD)
- IDLG Monitoring and Evaluation (M&E) Directorate
- MoEc Provincial Planning Directorate

#### Deliverable B.1.3

*Provincial Operation Guidelines:* The Contractor must work jointly with PGOs, PCOs, PDCs, IDLG, line ministries and other applicable entities to ensure that national handbooks on regulations,

guidance, or Standard Operating Procedures (SOPs)<sup>18</sup> in the areas of sub-national governance (budgeting, planning, implementation, monitoring & evaluation, reporting, communication and outreach) are established or refined<sup>19</sup> and institutionalized for operations by PGOs, PCs, PDCs, and other relevant sub-national entities. This will require an agreement on horizontal coordination between the various provincial entities. Materials will be developed and/or refined based on the Provincial Rapid Assessment Report. These must include gender-related topics based on the findings of the USAID/ Afghanistan Gender Analysis for SNG programs.

#### Deliverable B.1.4

*Provincial Planning Guidelines with IDLG and MoEc:* The Contractor must work jointly with respective directorates at IDLG and MoEc to ensure that national handbooks on regulations, guidance, or SOPs in the areas of governance (budgeting, planning, implementation, monitoring & evaluation, reporting, communication and outreach) are developed or refined, and institutionalized, for key IDLG and MoEc directorates to better support provincial actors. Materials will be developed and/or refined based on the two assessment reports. These guidelines must include gender-related topics based on the findings of USAID/ Afghanistan Gender Analysis for SNG programs and GIROA gender plans<sup>20</sup>. Key IDLG and MoEc directorates include:

- IDLG Directorate of Coordination and Local Programs Development
- IDLG Directorate of Policy and Planning
- IDLG General Directorate of Local Council Affairs (GDLCA)
- IDLG Capacity and Institutional Development Directorate (CIDD)
- IDLG Monitoring and Evaluation (M&E) Directorate
- MoEc Provincial Planning Directorate

#### Deliverable B.1.5

*Provincial Workshops:* The Contractor shall facilitate workshops in the provinces to formally disseminate and furthermore educate relevant provincial entities on the details of and how to implement the outputs from A.1.3 and A.1.4 – which includes a workplan for improved provincial management and the development and execution of activities in the PDPs.

#### Deliverable B.2.1

*Internships:* The Contractor must jointly initiate a long-term internship program within each PGO and PCO for male and female college graduates. This internship opportunity will serve to groom the next generation of civil servants, providing provincial entities with a pool of trained applicants from which they can recruit to fill vacant provincial positions that provinces are authorized to fill. The Contractor shall assist provincial officials to recruit and train the interns (incorporating

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<sup>18</sup> Before such handbooks/guidelines/SOPs can be created, IDLG will need to initiate the process by obtaining an agreement from relevant stakeholders on the scope of the handbook/guidance/SOPs. The development of such agreement typically requires the creation of a Joint Steering Committee (JSC) composed of relevant stakeholders. USAID/ Afghanistan plans to sign an Implementation Letter with IDLG that will include the provision to form a JSC for this purpose, which will facilitate the achievement of this deliverable. The JSC must be consulted for input and best practices before draft handbooks/guidance/SOPs are written and drafts must be shared with the JSC for approval and finalization.

<sup>19</sup> The Contractor is required to review the plethora of material that may currently exist (in collaboration with IDLG, MoEc and provincial entities, respectively) before creating new documents.

<sup>20</sup> For details on GIROA gender plans, see <http://mowa.gov.af/en/page/6686> and <http://www.thekabulprocess.gov.af/images/npps/hrd/4-hrd-implemtnation-final.pdf>

computer skills and workplace etiquette amongst other elements), and assist them to establish a system of payment for meal and travel allowances.<sup>21</sup>

#### Deliverable B.2.2

*Capacity Development Curriculum:* The Contractor must work jointly with IDLG and other relevant stakeholders to conceptualize, design and implement a capacity development curriculum (to be owned by IDLG) focused on:

- Using the material developed under A.1.3 to implement short-term training for PGOs, PCs, and PDCs; including updates on the progress and implementation of the three draft laws (Provincial Council Law, Local Administration/Governance Law and Law on Municipal Affairs) as well as the Provincial Budgeting Policy;
- Using the material developed under A.1.4 to implement short-term training for the key IDLG and MoEc directorates;
- Developing a specialized *leadership curriculum* for a long-term training program for DPGs and DGs with focus on defining and implementing their functions. The specialized curriculum must include topics such as good governance, fundamentals of public administration, leadership, conflict resolution, negotiations, resource mobilization, networking, and partnership development (with other donors, sister organizations, private and social sector etc.);
- Developing a curriculum for PCs on the art of engaging with citizens, conducting oversight, preparing basic documents, and other identified relevant topics;
- A collaboration between IDLG and the Afghanistan Civil Services Institute (ACSI) to conduct basic and advanced level *common function trainings* in seven areas of procurement, human resource management, financial management and budgeting, research and reporting, monitoring and evaluation, work ethics (anti-corruption) and project management for all PGOs, PCs and other line-directorates, as needed.

The development of each curriculum must include a clear distinction between the roles of the Contractor, IDLG and the ACSI for delivery of the above-mentioned training programs.

#### Deliverable B.3.1

*Provincial Reference Materials:* The Contractor must work jointly with provincial officials to create or revise existing reference materials to justify decision-making and procedures (e.g. reference materials related to implementation of/compliance with the Provincial Budgeting Policy, Civil Servant Law, local governance regulatory framework, and others, as appropriate). These materials will be maintained by Tashkeel staff in each of the 16 provinces, and if feasible, a website will be created and subsequently managed by IDLG to provide sub-national employees with electronic updates of information on laws, policies, and other materials relevant to inform their work.

#### Deliverable B.3.2

*Provincial Information Management System:* The Contractor must work jointly with provincial officials and IDLG to create an Information Management System using paper, digital and/or web-based applications as feasible and applicable, to:

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<sup>21</sup> Previous USAID efforts in this area, including internship placements through RAMP-UP, the SNG program implemented by the National Democratic Institute (NDI) and the Economic Growth and Governance Initiative (EGGI) can be referred to as examples. Program reports pertaining to these programs can be found on USAID's Development Experience Clearinghouse – [www.dec.usaid.gov](http://www.dec.usaid.gov).

- Regularly monitor, collect and analyze various data that can inform program implementation partners about any political, social, economic or security obstacles within each province that might delay the implementation of activities. This system will also include a plan to overcome identified obstacles;
- Create a database accessible to sub-national entities that contains information on central government policies and strategies so that local authorities can inform their staff and citizens about government policies, decisions, plans and budgets, including feedback from central level authorities concerning provincial priorities;
- Develop a system for the administrative staff of PCs and PGOs to ensure the sharing of information between provincial offices;
- Assist IDLG and provincial officials to ensure timely preparation of their respective monthly and quarterly reports. PCs and PGOs need to regularly report their development activities to the center through IDLG. IDLG then compiles this information to share with its relevant stakeholders.

#### Deliverable B.3.3

*Judicial Referral System:* The provincial government is mandated to address justice related matters at the provincial level. Currently, PC members individually handle many justice related matters. The Contractor must work jointly with provincial entities, particularly PCs, to establish a referral system to direct disputes to the formal justice system and/or Hoqooq departments in the provinces. The referral system must be in line with the Afghan Government's relevant regulatory framework and include a case tracking system. The Contractor shall train the relevant staff and PC members on usage of the referral and case tracking system.

#### Deliverable B.3.4

*Network of Provincial Practitioners:* The Contractor must work jointly with provincial officials and IDLG to establish sector-based networks of practitioners that will include staff in all partner provinces working in the field of procurement, human resource management, financial management, monitoring and evaluation and project management. Creation of each network will entail the development of membership criteria and a database containing individual contact information. The Contractor shall also determine a sustainable method for facilitating quarterly meetings of network members focused on shared experiences and lessons learned, and how they can reach out to each other to identify solutions to common problems, as needed.

### **COMPONENT C: Inclusive Advocacy**

For Component C, ISLA will work with the provinces to fill fiscal gaps by improving coordination on budget planning, communication with central ministries, and public oversight over budget execution. The activity will further improve lobbying and advocacy around national planning and budgeting to meet sub-national obligations in the operating and discretionary budgets. This component will strengthen relations and linkages between the central and provincial level (e.g., PCs with Parliament, PGOs with IDLG) in planning, budgeting and service delivery.

Efforts to strengthen center to province information flow will be directed through counterparts at the central level, such as IDLG and the Independent Administrative Reform and Civil Service Commission (IARCSC). The program will also develop relations with MoEc due to its significant role in provincial strategic and development planning. In addition, the program will work closely

with line directorates, through the PAAs and PDCs, to encourage better information flow between them and their respective ministries. This effort will closely collaborate with other Mission technical offices and their programs; improvement in line-ministry-to-line-directorate information and planning flows will be a function of this collaboration (See C.2.2).

The program will encourage the passage of viable and applicable sub-national governance laws that incorporate input from civil society and knowledgeable officials into the process, specifically the Provincial Council Law, Local Administrative/Governance Law and the Provincial Budgeting Policy. Political will for these laws is currently uncertain and much can change with the upcoming elections. Nevertheless, efforts have already begun to strengthen support for a comprehensive SNG legal framework. This program will support those efforts through education and advocacy, and facilitate its implementation.

#### Deliverable C.1.1

*Advocacy Plan – Province-Center-Province:* The Contractor must develop and implement a transparent plan – in consultation with PGOs, PCs as well as input from IDLG and other key central ministries – that will enable provincial actors to actively and effectively lobby central level actors – such as members of Parliament, IDLG, MoEc and MoF and other key ministries – for improvements to various policy and planning systems, including strengthening the SNG legal framework, aligning provincial plans and budgets to ministerial plans and prioritizing central level service provisions according to citizens’ interests and concerns.

#### Deliverable C.1.2

*Advocacy Plan – Interministerial:* With input from IDLG and MoEc, the Contractor must develop and implement a mechanism/set of activities that will motivate and enable IDLG and MoEc to actively lobby key line ministries on behalf of the provinces, for the inclusion of provincial priorities in the main development plans of key ministries.

#### Deliverable C.2.1

*Forum on Provincial Needs:* The Contractor must facilitate a bi-annual forum whereby selected members of PCs and PGOs can travel to Kabul to lobby for service delivery needs and present provincial views and challenges on meeting service delivery needs to central level officials and receive feedback from those central level counterparts. These visits must also include the discussion of matters that are of concern to women and youth. These Forums must be strategically planned and the Contractor shall ensure adequate follow up to make sure these Forums are not simply ad hoc Provincial Development Conferences as have occurred in the past. In addition to lobbying and presenting provincial views and challenges to the Center, these Forums can also serve to summarize provincial review of MoF-funded projects from the past year.

### **COMPONENT D: Public Engagement**

This Component is essential to improving the quality of provincial plans. ISLA will improve representation of constituents and citizen awareness of government responsibilities and actions by strengthening provincial actors’ ability to include community interests, priorities, and needs in the planning process. ISLA will support PCs and PGOs in their efforts to assess community needs and to inform communities about decisions at the central level, strengthening relations between representatives and the community. The program will work to improve representation by

connecting citizens with government officials through town hall type engagements; and include all parties in provincial planning, as well as in development of budgets and their execution.

ISLA will develop systems for citizens to access information easily and know where they must go to demand services. Through improved linkages to the center, citizens will be better informed about the budget process, allocations, and the center's priorities. These activities will be coordinated with the Mission's PACE program. Given that PACE supports civil society's engagement with government, it is crucial that mechanisms are put in place between the two programs to ensure non-duplicative activities and the necessary coordination on joint activities and decisions. In addition, the program may collaborate with the PACE program to conduct social audits of provincial service delivery in order to improve accountability.

Deliverable D.1.1

*Educate Public on Provincial Roles and Responsibilities:* To hold their leaders accountable, the public must be better educated about the roles and responsibilities of different provincial entities, as well as the responsibilities of key positions within those entities. As such, the Contractor must employ innovative methods to conduct awareness raising campaigns to educate the public on the roles and responsibilities of key positions and key entities at the provincial level and their civic rights as citizens. This deliverable lends itself well to the use of mainstream and alternative media, youth activities, as well as using various civil society organizations as the vehicles for getting this information out to the public. In order to maximize learning and the sustainability of this deliverable, the Contractor shall ensure the use of methods/systems that incorporate elements that are vital to people's livelihoods as a way to instill this education on civic rights.

Deliverable D.1.2

*Trainings on Art of Communication:* In addition to other methods, the Contractor must build the capacity of PGs, relevant PGO staff, PC members, key line directorate representatives, and relevant IDLG staff on the art and methods of effective communication and information sharing with citizens by facilitating training sessions to do so.

Deliverable D.1.3

*Town Hall Meetings:* The Contractor must build the capacity of and facilitate the development of a face-to-face mechanism for PGO staff and PC members to meet and elicit citizens' views on provincial development, inform citizens of government policies, decisions, plans and budgets, including feedback from central level authorities concerning the incorporation of provincial priorities into relevant ministries' annual development plans. Town hall meetings, Shuras and other innovative mechanisms shall be employed.

Deliverable D.1.4

*Publicizing Information:* In addition, to face-to-face communication, the Contractor must work with relevant provincial authorities to develop various means for publicizing government policies, decisions, plans, budgets and other relevant information. Notice boards, radio, print media, internet, SMS messaging and other innovative tools may be used.

Deliverable D.2.1

*Citizen Service Centers (CSCs):* Some municipal CSCs – service centers for citizens to access information, file complaints, and request services using a “one-stop-shop” type of model which

promote transparency and greater accountability – exist or are planned for through the Mission’s Strong Hubs for Afghan Hope and Resilience (SHAHAR) program. The Contractor must review the lessons-learned from implementing municipal CSCs under the SHAHAR program and explore whether it is feasible or desirable to establish CSCs at the provincial level as well, or how it might collaborate with municipal CSCs to offer provincial services.

## C.5 RAPID ASSESSMENTS

**Provincial Rapid Assessment Report:** This report will include an assessment of each province’s institutional capacities and needs towards successful achievement of the desired results under each program component. This will also include an assessment of the horizontal coordination between the PGOs, PCs, PDCs, PAAs, key line directorates, *Mustafiats* and other relevant entities in each province. Findings will be used to refine the draft program implementation strategy for each province (or set of provinces). As necessary, the findings of this Assessment will also be used to further refine the Performance Management Plan (PMP).

**Rapid Technical Capacity Assessment for IDLG and MoEc:** This report will include an assessment of IDLG and MoEc’s technical capacities to successfully carry out their mandates and achieve the desired results under each program component. This will also include an assessment of the necessary horizontal and vertical linkages that are/have to be in place between the two ministries, as well as from the two ministries to other key ministries at the center, to effect the type of communication and coordination necessary to effectively carry out their mandates. Findings will be used to refine the draft program implementation plan (applicable to all components). As necessary, the findings of this Assessment will also be used to further refine the PMP. The applicable directorates include:

- IDLG Directorate of Coordination and Local Programs Development
- IDLG Directorate of Policy and Planning
- IDLG General Directorate of Local Council Affairs (GDLCA)
- IDLG Capacity and Institutional Development Directorate (CIDDD)
- IDLG Monitoring and Evaluation (M&E) Directorate
- MoEc Provincial Planning Directorate

At a minimum, the questions below must be addressed, and viable solutions must be proposed and incorporated into the program’s work plan as applicable.

### COMPONENT A

- What aspects of provincial development planning and budgeting are the weakest, particularly concerning each province’s approach to operations and management (O&M) requirements, as well as development budgeting?
- What are the major weaknesses of each PDC that prevent an effective planning process?
- What are the major gaps in horizontal coordination between PGOs, PCs, key line directorates and *Mustafiats*?
- What are the vertical linkage gaps that need to be addressed between the center and provinces?
- What are the major needs among provincial stakeholders for training on provincial budgeting, budget formulation, procurement processes, planning, program budgeting, and other related topics?
- What are the major challenges in coordination between IDLG and MoEc at the local level?

- What are the major weaknesses of MoEc in effectively analyzing PDPs?

#### COMPONENT B

- What are the challenges presented by parallel provincial structures/ departments that obfuscate clear communication between the provinces and the center, concerning the development and implementation of PDPs?
- What are the weaknesses/capacity gaps in the IDLG and MoEc directorates that are relevant to this program? e.g.
  - What are the major weaknesses of IDLG's M&E Directorate in monitoring the performance of provincial actors in the selected provinces?
  - What are the major weaknesses of GDLCA at the provincial level that hinders administrative support to PCs in the selected provinces?
- Where are the major communication gaps between IDLG, MoF, MoEc and the provinces?

#### COMPONENT C

- What are the major weaknesses of the method(s), if any, that PGOs and PCs currently use to engage and/or lobby Kabul officials?
- What are the major gaps in the method(s), if any, that IDLG and MoEc currently use to engage and/or lobby Kabul officials on behalf of provincial entities?
- What is the most effective way to gain women and youth input in lobbying with Kabul?

#### COMPONENT D

- What are the major weaknesses of the method(s), if any, that PGOs and PCs currently use to share information with their constituents?
- What are the most effective methods of sharing information and notifying citizens of government decisions and policies in the selected provinces?

### **C.6 MONITORING, EVALUATION, AND REPORTING**

The Contractor must produce a Performance Management Plan (PMP) for approval by USAID. This PMP must reflect the following Assistance Objective (AO), Intermediate Result (IR) and Sub-IRs, adapted from the Mission's Governance Results Framework:

**AO:** Improved performance and accountability of governance

**IR:** Provincial governance strengthened to meet citizen priorities and needs in service delivery

**Sub-IR 1:** Improved planning process at the provincial level and with the central level

**Sub-IR 2:** Strengthened provincial administrative and financial systems

**Sub-IR 3:** Improved capacity at the provincial level to advocate, lobby and represent citizen needs

**Sub-IR 4:** Improved citizen awareness and engagement around provincial governance

The Contractor must present a PMP that demonstrates how all outcomes will support a robust and evidence-based results framework. The PMP will be linked to the desired program outcomes (sub-

IRs). The PMP will include all relevant results, indicators, and targets by year. The PMP will include indicators per IR and Sub-IR reflecting the targets presented in the Components. While output indicators are accepted, at least one outcome indicator must be provided per IR and Sub-IR. In addition, wherever possible the PMP must disaggregate indicators by gender, age and province. The Contractor 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. USAID will approve the final PMP.

Under each Sub-IR below, illustrative results and indicators are provided. The Contractor is encouraged to provide additional results to achieve each Sub-IR. The Contractor must maintain a flexible approach to adapt to results of the 2014 elections and other unforeseen circumstances. The details for results and indicators will be resolved in the PMP and annual work plan, approved by USAID.

### **IR: Provincial governance strengthened to meet citizen priorities and needs in service delivery**

#### *Illustrative Indicators:*

- Percentage increase in citizen perception that their priorities are met through service delivery (50%)
- Percentage increase of satisfactory scores in social audits (10% improvement in the first year and 5% every following year after the baseline)
- Percentage increase of public confidence in provincial government (2012 baseline<sup>22</sup>: 65% of citizens express confidence in provincial government)
- Percentage increase of public confidence in Provincial Councils (2012 baseline<sup>23</sup>: 66% of citizens express confidence in PCs)
- Percentage increase of services delivered, that citizens prioritize in provincial plans (60% end of program target)

### **Sub-IR 1: Improved planning process at the provincial level and with the central level**

#### *Illustrative Results:*

- Line Directorates, PCs, PGOs, and municipalities engage in a formal, ongoing dialogue horizontally at the sub-national level and vertically with central counterparts (IDLG, MoEc, line ministries)
- Provincial actors, including Tashkeel staff, know and understand national priorities and planning criteria, and IDLG is able to inform provincial actors of this
- Sub-national plans are gender sensitive and based on realistic financial allotments and reflect citizen priorities
- PDP content and women's needs reflected in national plans and budgets

#### *Illustrative Indicators:*

- Percentage of PAA decisions communicated to relevant stakeholders (80% - end of program target)

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<sup>22</sup> 2012 Asia Foundation Survey of the Afghan People:  
<http://asiafoundation.org/resources/pdfs/Surveybook2012web1.pdf>

<sup>23</sup> ibid

- Percentage of decisions made in PDC meetings communicated to relevant stakeholders (80% - end of program)
- Percentage increase of official correspondence (registered letters and email) between PGOs/PCs and IDLG (85% - end of program target)
- Percentage increase of PDPs meeting minimum criteria (criteria to be agreed upon with IDLG and MoEc) (40% - end of program target)
- Percentage increase of citizen needs reflected in provincial budget submissions (60% - end of program target)
- Percentage increase of provincial input in the approved national budget (70% - end of program target)

## **Sub-IR 2: Strengthened provincial administrative and financial systems**

### *Illustrative Results:*6

- Adoption and implementation of regulatory framework for SNG laws
- Day to day management and operations improved in PGOs, PCs, and targeted IDLG offices
- Reporting mechanisms and communication procedures implemented by IDLG, MoEc and provincial actors vertically and horizontally
- Clarity of roles, responsibilities, and relationships of SNG actors and the central government
- Needs-based budgets submitted to central level counterparts
- Procurement of goods and services quick and transparent
- PCs able to conduct oversight of service delivery

### *Illustrative Indicators:*

- Percentage increase of financial management and planning officials at the provincial level who report access to budget information in time for planning (20% improvement in the first year and 5% every following year after the baseline)
- Number of SOPs rolled out in provincial governments and IDLG (15 - end of program target)
- Percentage increase of central and provincial officials' knowledge and understanding of roles and responsibilities of different government entities (70% - end of program target)
- Percentage increase of PGO and PC positive perception of IDLG (35% - end of program target)
- Percentage increase of provincial priorities reflected in national budgets (60% - end of program target)
- Percentage increase of procurements made at the sub-national level (30% in the first year and 10% each following year)
- Percentage increase of Tashkeel staff able to carry out basic administrative and financial procedures (5% in the second year and 10% each following year)
- Percentage increase of PGOs and PCs that track responses to citizen needs (80% - end of program target)

## **Sub-IR 3: Improved capacity at the provincial level to advocate, lobby and represent citizen needs**

### *Illustrative Results:*

- PCs lobby with Parliament
- PDCs advocate for PDPs

- PCs and PGOs report to IDLG on priorities and all 3 advocate for central support

*Illustrative Indicators:*

- Number of parliamentary decisions meeting provincial demands
- Increased number of interactions (meetings, phone calls, correspondence) between PC members and parliamentarians (60 for each PC on an annual basis)
- Percentage of PC members who report satisfaction that Parliament and IDLG incorporate their feedback (70% - end of program target)

**Sub-IR 4: Improved citizen awareness and engagement around provincial governance**

*Illustrative Results:*

- Gender-sensitive community outreach assessments conducted and utilized by GIRoA
- Provincial Government financial and program information shared with public
- Citizen Service centers established for citizens to access information about government policies, plans, and budgets, as well as key services
- Provincial actors engage with citizens to be informed of key demands and PDPs reflect their priorities

*Illustrative Indicators:*

- Percentage increase in town hall meetings and other forums organized by PGOs and PCs for citizens to provide input (20% increase from the baseline)
- Percentage increase of public information available (budgetary, plans, reports, etc.) via notice boards, newspapers, radio, internet, etc. (50% - end of program target)
- Percentage increase of citizens who are informed of key government decisions and policies (50% - end of program target)
- Percentage increase of citizens who utilize Citizen Service Centers (40% - end of program target)
- Number of PDPs that are gender-sensitive and reflect an increasing percentage of citizen priorities (16)

USAID will collect the baseline data that will feed into the PMP. The baseline will be used to evaluate the program's impact. Progress against the baseline will be recorded in each quarterly report. The Contractor and USAID will jointly identify the final draft of the necessary indicators (after which the baseline will be collected) and how the data for these indicators will be collected and tracked to ensure consistency. The Contractor must budget for monitoring.

**C.6.1 Program Evaluation**

There will be two evaluations of the ISLA program. The first will be a mid-term performance evaluation during the third year of program implementation. It is envisioned that an evaluation will also be conducted at the end of the program. Both the mid-term and end-of-program evaluations will be independent, contracted out to external evaluators, and both will be funded separately by the Mission.

In order to measure progress towards achieving the goals of this program, the Contractor shall design the program PMP so that the following key illustrative evaluation questions can be assessed during program evaluations:

- What sorts of improvements have occurred to the provincial planning system? How well do provincial and center level authorities coordinate and collaborate to produce feasible national plans and budgets? Do national plans and budgets reflect provincial priorities?
- What sorts of capacities have been developed in IDLG, MoEc and in provincial entities to improve administrative and financial systems that demonstrate better organizational capacity/institution building? What measurable indicators/examples exist to demonstrate that IDLG, provincial officials, and Tashkeel staff have gained key skills in public administration, advocacy and planning?
- How well do provincial actors (i.e. PGs, PCs, and line directors) advocate provincial needs to the center? Is the advocacy process institutionalized and how effective is it for ensuring the delivery of prioritized service needs?
- Are systems in place, and functioning, for participatory decision-making and resource allocation that respond to citizen priorities?
- What has the program done to improve gender equity and have activities been gender sensitive?
- Do citizens have access to priority services? Have citizen perceptions of service delivery improved at the sub-national level? Do citizens feel the provincial government is responsive to their critical needs?

The Contractor must incorporate recommendations from the evaluation, as well as lessons-learned from the Contractor's ongoing M&E to adjust activities as needed.

## **C.7 PROJECT MANAGEMENT APPROACH**

The Contracting Officer's Representative (COR) function will be located at the U.S. Embassy in Kabul. The COR will ensure the program is sufficiently monitored, using a variety of monitoring resources. Monitoring will entail a combination of a 5-tier approach:

- monitoring by USAID Kabul- and field-based staff at regional platforms, as well as other U.S. Government entities;
- the Contractor shall monitor against the PMP;
- monitoring by other donors and GIRA, such as IDLG's M&E Unit and PCs;
- monitoring by civil society organizations (CSOs) and program beneficiaries, with USAID assistance, will play a greater role in monitoring provincial level activities and;
- independent monitoring by M&E contractors, working through local Afghan organizations.

The Contractor must provide all governmental and non-governmental monitoring organizations with access to program sites, records, informational resources, subcontractors, and program stakeholders, as directed by the COR.

A Management Steering Committee comprised of USAID, the Contractor, primary local partners and IDLG will be established to oversee program implementation.

USAID plans to sign an Implementation Letter (similar to a Memorandum of Understanding) with IDLG and the MoEc detailing this assistance and GIRoA's in-kind contribution and commitment to take ownership of the initiatives post-program.

#### **C.8 GRANTS UNDER CONTRACT**

The Contractor may utilize Grants under Contract in order to support specific initiatives of provincial non-official actors to strengthen public engagement. Activities may include but are not limited to community events and media initiatives. In addition, Grants under Contract will be used to pay for social audits of provincial government performance. To the extent possible, the Contractor shall utilize the services of local civil society organizations (CSOs) to carry out such social audits. The recipients will not necessarily have received prior USG assistance, whether directly or indirectly. Groups not registered with GIRoA will not be eligible for Grants under Contract.

Explicit coordination and collaboration with the Mission's PACE program (with civil society) is required for this component.

The Grants under Contract component shall account for approximately \$500,000. Unless USAID authorizes an exception, individual grants must be less than \$25,000. Please see H.35 for detailed special contract requirement.

#### **C.9 ELECTRONIC PAYMENTS**

USAID, through the Financial Access for Investing in the Development of Afghanistan (FAIDA) program and other programs, has encouraged the use of electronic payments, including mobile money, to extend affordable and accessible payments to low-income populations, create cost savings, promote economic development, increase transparency, strengthen security, and broaden financial sector inclusion. The Contractor should utilize these services to the greatest extent feasible within its company policy to strengthen the efficiency and security of financial transactions at all stages of value chain activities.

**[END OF SECTION C]**

## SECTION D: PACKAGING AND MARKING

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### D.1 BRANDING STRATEGY

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

**Program Name:** Initiative to Strengthen Local Administrations (ISLA)

**Branding:** The branding must 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 on commodities or equipment; in printed, audio, visual or electronic public communications; in studies, reports, publications, web sites, and all promotional and informational products; and events.

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

### D.2 AIDAR 752.7009 - MARKING (JAN 1993)

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

In accordance with provision D.1 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” and USAID “Graphic Standards Manual” available at <http://www.usaid.gov/branding>, or any successor branding policy.

[END OF SECTION D]

## SECTION E: INSPECTION AND ACCEPTANCE

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### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

### E.2 INSPECTION AND ACCEPTANCE

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

### E.3 MONITORING AND EVALUATION PLAN

A multi-tiered monitoring and evaluation approach will be adopted to ensure program impacts are identified accurately and reported on a timely basis. The result of these monitoring and evaluation efforts will be used to assess 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. This monitoring and evaluation approach is consistent with the Mission's focus on ensuring effective monitoring and evaluation, in a transition environment with a reduced Chief of Mission, (COM), footprint.

The Multi-Tiered Approach recognizes the increasing importance of a variety of monitoring actors to gather project monitoring data. The first tier of the monitoring and evaluation approach will consist of monitoring conducted by USG staff including the USAID Contracting Officer Representative (COR). The COR and his/her support staff are envisioned to engage in regular consultations with the IP, in person and through regular meetings and attendance at project-related events in Kabul, and remotely through other means of communication. The COR will also review any monthly, quarterly, and annual reports reflecting the progress of the project.

The second tier of monitoring will be conducted by the IP, through an internal monitoring and evaluation (M&E) system, which will include data collection on the precise project locations, using various methods, such as GPS and/or hard copy maps, on a weekly basis. The third tier of monitoring will be provided by GIRoA actors. This will consist of monitoring through data collected using internal GIRoA M&E systems. Furthermore, the COR and the IP will have regular communications, access to reports, and meetings with GIRoA officials that could provide additional

monitoring data. This may occur on a weekly, monthly, or more frequent basis, depending on availability of resources.

The fourth tier of monitoring will be offered through local organizations, such as civil society, media organizations, and other stakeholders. The COR will actively monitor open source reports from these entities and, where possible, develop a direct relationship in order to facilitate gathering relevant information. The fifth and last tier of monitoring will be conducted through an independent mechanism. This level of monitoring will provide additional data and analysis through illustrative documentation of project results such as GPS-, date-, and time-stamped photos of project sites, surveys of beneficiaries, conducted in person and remotely, and crowd-sourcing.

#### **E.4 PERFORMANCE STANDARDS**

Evaluation of the Contractor's overall performance in accordance with performance standards/indicators established under Section C of this Contract and must be conducted jointly by the COR and the Contracting Officer, and must form the basis of the Contractor's permanent performance record with regard to this Contract. The COR and Contracting Officer will undertake periodic evaluations of the Contract to discern their level of satisfaction with services rendered under this Contract. The following general performance standards must form the basis of the evaluation for the Contractor Performance Assessment Report (CPAR):

##### **1. Quality of Product and Service**

The Contractor's conformance to Contract requirements, specifications and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).

- Does the product or service provided meet the specifications of the contract/order?
- Does the Contractor's work measure up to commonly accept technical or professional standards?
- What degree of USAID technical direction was required to solve problems that arise during performance?

##### **2. Schedule**

Timeliness of the Contractor against the completion of the contract, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance). This evaluation of the Contractor's adherence to the required delivery schedule will include the Contractor's efforts during the evaluation period that contributes to or affects the schedule variance. This element applies to contract/order closeout activities as well as contract/order performance. Instances of adverse actions such as the evaluation of liquidated damages or issuance of Cure Notices, Show Cause Notices, and Delinquency Notices are indicators of problems which may have resulted in variance to the contract/order schedule and should, therefore, be noted in the evaluation.

##### **3. Cost Control**

The Contractor's effectiveness in forecasting, managing, and controlling Contract cost:

- Does the Contractor keep within the total estimated cost (what is the relationship of the negotiated costs and budgeted costs to actuals)?

- Did the Contractor do anything innovative that resulted in cost savings?
- Were billings current, accurate and complete?
- Are the Contractor's budgetary internal controls adequate?

#### **4. Business Relations**

Integration and coordination of all activity needed to execute the Contract, specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts.

- Is the Contractor oriented toward the customer?
- Is interaction between the Contractor and the government satisfactory or does it need improvement?
- Adequacy of the Contractor's accounting, billing, and estimating systems and the Contractor's management of Government Furnished Property (GFP) if a substantial amount of GFP has been provided to the Contractor under the Contract.
- Timeliness of awards to subcontractors and management of subcontractors, including subcontract costs. Efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime Contractor performance.
- Prime Contractor's effort devoted to managing subcontracts and whether subcontractors were an integral part of the Contractor's team.

#### **5. Management of Key Personnel**

The Contractor's performance in selecting, retaining, supporting and replacing when necessary key personnel. For example:

- How well did the Contractor match the qualifications of the key position, as described in the Contract, with the person who filled the key position?
- Did the Contractor support key personnel so they were able to work effectively?
- If a key person did not perform well, what action was taken by the Contractor to correct this?
- If a replacement of a key person was necessary, did the replacement meet or exceed the qualifications of the position as described in the contract/order schedule?

#### **6. Other Areas**

As applicable in those instances where an aspect of the Contractor's performance does not fit into any of the other criteria.

[END OF SECTION E]

**SECTION F: DELIVERIES OR PERFORMANCE**

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**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE" in Section H of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause and [http://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf) for electronic access to the full text of an AIDAR clause.

**FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)**

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

**AIDAR PART 752**

752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	SEP 2013
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**F.2 PERIOD OF PERFORMANCE**

The period of performance for this contract is five (5) years, beginning on the date specified in Box 20C of the SF-26 cover page (February 1, 2015– January 31, 2020).

**F.3 PLACE OF PERFORMANCE**

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

**F.4 AUTHORIZED WORK DAY/WEEK**

No overtime or premium pay is authorized under this Contract. A Six day work week is authorized.

**F.5 REPORT AND DELIVERABLES**

In addition to other required reports and deliverables in this contract, the Contractor must deliver the following to the Contracting Officer’s Representative (COR). Items identified by an asterisk (\*) will also be submitted to the USAID Development Experience Clearinghouse (DEC), upon COR approval of final draft versions.

**A. REPORTS**

1. **Work Plan:** This plan will outline activities to be conducted to achieve program targets and objectives.

2. **Provincial Rapid Assessment Report:** This report will include an assessment of each province's institutional capacities and needs towards successful achievement of the desired results under each program component. This will also include an assessment of the horizontal coordination between the PGOs, PCs, PDCs, PAAs, key line directorates, *Mustafiats* and other relevant entities in each province. Findings will be used to refine the draft program implementation strategy for each province (or set of provinces). As necessary, the findings of this Assessment will be used to further refine the PMP. Within 120 calendar days of signing the award, the Contractor shall have completed and submitted the final Assessment Report for all partner provinces.
3. **Rapid Technical Capacity Assessment for IDLG and MoEc:** This report will include an assessment of IDLG and MoEc's technical capacities to successfully carry out their mandates and achieve the desired results under each program component. This will also include an assessment of the necessary horizontal and vertical linkages that are/have to be in place between the two ministries, as well as from the two ministries to other key ministries at the center, to effect the type of communication and coordination necessary to effectively carry out their mandates. Findings will be used to refine the draft program implementation strategy (applicable to all components). As necessary, the findings of this Assessment will also be used to further refine the PMP. Within 120 calendar days of signing the award, the Contractor shall have completed and submitted the final Assessment report. The applicable directorates include:
  - IDLG Directorate of Coordination and Local Programs Development
  - IDLG Directorate of Policy and Planning
  - IDLG General Directorate of Local Council Affairs (GDLCA)
  - IDLG Capacity and Institutional Development Directorate (CIDD)
  - IDLG Monitoring and Evaluation (M&E) Directorate
  - MoEc Provincial Planning Directorate
4. **Performance Management Plan (PMP):** The Contractor must submit the YR1 PMP within 60 calendar days of contract award. The PMP may be further revised, as needed, based on the outcome of the Provincial Rapid Assessment Report. The Contractor shall submit an annual PMP that includes standard and custom indicators derived in consultation with USAID, anticipated targets for these indicators, and a strategy for monitoring these indicators during implementation. Since the PMP helps us to monitor its set of indicators on an ongoing basis, the Contractor shall select indicators that relate to the outputs and outcomes of this program. Whenever appropriate, indicators shall be disaggregated by province, gender and age. The PMP shall include a Results Framework, using a modified version of the country specific IRs stated in Section C.2.5 under Program Strategy. The PMP for subsequent years are due 45 calendar days prior to the next 12 months period. USAID will contract a third party to collect the baseline data for the PMP.
5. **Annual Work Plan:** This plan will outline activities to be conducted to achieve program targets and objectives. Within 30 calendar days after award, the Contractor must submit an updated YR1 work plan for USAID approval. The YR1 work plan will be further updated as needed within 30 calendar days of submitting the Provincial Rapid Assessment Report and the Rapid Technical Capacity Assessment for IDLG and MoEc to reflect findings from the Assessments. Work plans for subsequent years due 45 calendar days prior to start of next 12 month period.

Each annual work plan will clearly indicate specific tasks and individual responsibilities for task completion. The work plan will serve as a reference point for quarterly and annual progress reports and will permit monitoring of the award performance and costs. It will also be one of the progress performance monitoring tools for USAID. As Afghanistan transitions, the political, institutional, security, programmatic, and other conditions in Afghanistan may change; therefore, the Contractor shall be prepared to adapt the work plan accordingly.

6. **Rapid Mobilization Plan:** The Contractor must submit the final draft of a Rapid Mobilization Plan for the proposed program activities within 14 calendar days of signing the award to ensure administrative and logistics systems are in place and to start program implementation. The Contractor must act quickly to mobilize essential personnel and resources to implement this program. Additionally, within 90 calendar days of signing the award, the Contractor shall be fully mobilized.
7. **Environmental Mitigation and Monitoring Plan:** This will be developed by the Contractor and approved by the program COR at USAID prior to the launch of each activity that has the potential to have an adverse impact on the physical and natural environment.
8. **Grants under Contract Manual:** The Contractor shall describe the objectives, target beneficiaries, procedures for approval, dispersal process, and monitoring mechanisms for utilizing the available grant funds.
9. **Demobilization Plan:** This plan will include a disposition plan to be approved by the Contracting Officer. This will include an explanation of how any disposed goods will be effectively maintained and utilized.
10. **Weekly Progress Reports:** These reports are designed to keep the COR and Regional Platforms informed of all ongoing program information and results in target municipalities.
11. **Monthly Progress Reports:** These reports are designed to keep the COR and Regional Platforms informed of all ongoing program information and results in target municipalities.
12. **Quarterly Progress Reports:** The main thrust of the quarterly report is to discuss progress towards the indicators and intermediate results (IRs) in the Performance Management Plan and a section outlining how the contract objectives have been achieved that quarter. These reports will discuss progress made during the previous quarter, problems encountered when not routine, successes or anecdotes worthy of highlighting, and good practices for programming in less-permissive areas. Quarterly Reports must include at least one USAID-approved Success Story in the approved USAID format. Quarterly reports may be submitted to GIRoA once USAID has provided approval.
13. **Annual Progress Reports:** Annual reports will be submitted in lieu of the fourth quarterly report of every year. Reporting must clearly distinguish between the last quarterly data, and overall annual reporting.
14. **Financial Reports:** The Contractor shall submit program financial allocation summaries (i.e. monthly and/or quarterly financial reports, invoices, project pipeline and accrual reports) to the

Mission Controller and COR at USAID to reflect expenditures of the previous month/quarter. The financial reports should show the total obligated amount, expenditures as well as accrued amounts. Invoices shall be submitted in a timely manner.

15. **Final Program Report:** The Contractor must submit a detailed final report within 30 calendar days of contract completion, which will include but not be limited to:
  - i. Financial report showing, by line item, the amounts expended.
  - ii. Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
  - iii. Clearly show how the contract objectives have been accomplished or not and why.
  - iv. Discussion of problems encountered and where objectives were not achieved.
  - v. Lessons learned.
  - vi. Suggestions concerning desirable future and follow-on projects, if any.
  - vii. Description of all provincial entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations which whom the Contractor worked with and an evaluation of their strengths and weaknesses.
  - viii. Index of all reports and information products produced under this contract.
  - ix. Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC).
  - x. Analyze baseline data versus the final results
  
16. **Branding and Marking Plan:** The contractor shall submit a Branding and Marking Plan that adheres to the USAID Branding and Marking requirements and will inform how all projects branding and marking will be implemented. It is expected that all sub-projects will be branded unless a waiver is requested from the USAID Mission Director. It is also expected that GIRoA will be co-branded for all projects. USAID’s COR may request that this plan is updated during the life of the project. The Branding and Marking Plan shall be submitted to the COR within 60 working days of the award.
  
17. **Closeout Plan and the Disposition of Assets:** During the last year of the Contract term and at least 90 calendar days before the completion date of the Contract, the Contractor shall provide in writing to USAID a proposed plan for the orderly closeout of the contract activities and the disposition of the assets remaining at the termination of the Contract. The Contracting Officer at USAID shall approve or disapprove the proposed plan in writing, at least 60 calendar days prior to the completion of the Contract. However, regardless of any prior approval of all or portions of the proposed disposition plan for assets, USAID reserves the right to direct or redirect such disposition plan.

**B. SUMMARY of REPORTS**

REPORTS/PLANS	DUE DATE	SUBMIT TO/APPROVED BY
Provincial Rapid Assessment Report*	Within 120 calendar days of signing the award, the Contractor shall have completed and submitted the final Assessment Report for all partner provinces.	COR

REPORTS/PLANS	DUE DATE	SUBMIT TO/APPROVED BY
Rapid Technical Capacity Assessment for IDLG and MoEc	Within 120 calendar days of signing the award, the Contractor shall have completed and submitted the final Assessment report for IDLG and MoEc.	COR
Performance Management Plan (PMP)	Submitted Annually. First PMP due within 60 calendar days of contract award. PMP for subsequent years are due 45 calendar days prior to the next 12 months period. USAID will contract a third party to collect the baseline data for the PMP. If necessary, the findings of the Provincial Rapid Assessment Report and the Rapid Technical Capacity Assessment for IDLG and MoEc will be used to further refine the PMP.	COR
Annual Work Plan	Submitted Annually. YR1 Draft Work Plan will be submitted to the COR within 30 calendar days after contract award. If necessary, an updated draft will be submitted within 30 calendar days of completing the final Provincial Rapid Assessment Report and the Rapid Technical Capacity Assessment for IDLG and MoEc. Work plans for subsequent years due 45 calendar days prior to start of next 12 month period.	COR
Rapid Mobilization Plan	Submitted within 14 calendar days of contract award date	COR
Environmental Mitigation and Monitoring Plan (EMMP)	This will be developed by the Contractor and approved by USAID prior to the launch of each activity that has the potential to have an adverse impact on the physical and natural environment.	COR
Grants Under Contract Manual	Draft submitted to the COR within 60 calendar days of the effective date of the contract. The Contractor must then work with USAID to finalize the document within 120 calendar days of the effective date of the contract.	COR/CO
Demobilization Plan	The Demobilization Plan will be submitted to the COR no later than 90 calendar days prior to commencement of program demobilization.	COR, CO

REPORTS/PLANS	DUE DATE	SUBMIT TO/APPROVED BY
Weekly Progress Reports	Submitted on Wednesday of each week to COR and USAID Platform representatives.	COR
Monthly Progress Reports	Submitted on the 15th of the following month to the COR, USAID Platform representatives and IDLG	COR
Quarterly Progress Reports*	Draft submitted to the COR not later than 30 calendar days after the close of each US fiscal year quarter (i.e. 1st quarter ends on 31 December, 2nd quarter ends on 31 March, 3rd quarter ends on 30 June, and 4th quarter ends on 30 September). Each quarterly report will also include a quarterly PMP data update.	COR
Annual Report*	Submitted within 30 calendar days after the end of the annual reporting period. Annual reports will be in lieu of fourth quarterly reporting.	COR
Financial Reports	Submitted after the end of each month/quarter. Accruals report shall be submitted at least 15 days before the end of each quarter.	COR, Mission Controller
Final Program Report*	Submitted within 30 calendar days of award completion. Final Program Report will be in lieu of the Annual Report for YR5.	COR
Branding & Marking Plan	The contractor shall submit a Branding and Marking Plan within 45 days of award, that adheres to the USAID Branding and Marking requirements and will inform how all projects branding and marking will be implemented	COR
Closeout Plan and the Disposition of Assets	Submitted during the last year of the Contract term and at least 90 calendar days before the completion date of the Contract. USAID shall approve or disapprove the proposed plan in writing, at least 60 calendar days prior to the completion of the Contract.	COR, CO

*Items identified by an asterisk (\*) will also be submitted to the USAID Development Experience Clearinghouse (DEC), upon COR approval of final draft versions.*

**C. SUMMARY OF PROGRAM DELIVERABLES**

<b>DELIVERABLE NUMBER</b>	<b>DELIVERABLE</b>	<b>DUE DATE</b>
Deliverable A.1.1	Provincial Planning Guideline	Year 1, 2 and 3*
Deliverable A.1.2	Training on Provincial Budgeting	Year 1, 2 and 3*
Deliverable A.1.3	Improved Provincial Management	Year 1, 2 and 3*
Deliverable A.1.4	Provincial Planning Support to Provincial Entities	Year 1, 2, 3, 4 and 5
Deliverable A.1.5	MoEc Analysis	Year 1, 2, 3, 4 and 5
Deliverable B.1.1	Provincial Rapid Assessment Report	First 120 days of Year 1
Deliverable B.1.2	Rapid Technical Capacity Assessment for IDLG and MoEc	First 120 days of Year 1
Deliverable B.1.3	Provincial Operation Guidelines	Year 1
Deliverable B.1.4	Provincial Planning Guidelines with IDLG and MoEc	Year 1 and 2
Deliverable B.1.5	Provincial Workshops	Year 1, 2, 3 and 4*
Deliverable B.2.1	Internships	Year 2, 3, 4 and 5
Deliverable B.2.2	Capacity Development Curriculum	Year 2, 3 and 4*
Deliverable B.3.1	Provincial Reference Materials	Year 3 and 4
Deliverable B.3.2	Provincial Information Management System	Year 3 and 4*
Deliverable B.3.3	Judicial Referral System	Year 3, 4 and 5
Deliverable B.3.4	Network of Provincial Practitioners	Year 3, 4 and 5
Deliverable C.1.1	Advocacy Plan – Province-Center-Province	Year 1, 2 and 3*
Deliverable C.1.2	Advocacy Plan – Inter-ministerial	Year 1, 2 and 3*
Deliverable C.2.1	Forum on Provincial Needs	Year 2, 3 and 4*
Deliverable D.1.1	Educate Public on Roles and Responsibilities	Year 1, 2 and 3*
Deliverable D.1.2	Trainings on Art of Communication	Year 1, 2 and 3*
Deliverable D.1.3	Town Hall Meetings	Year 1, 2, 3 and 4*
Deliverable D.1.4	Publicizing Information	Year 1, 2, 3 and 4*

DELIVERABLE NUMBER	DELIVERABLE	DUE DATE
Deliverable D.2.1	Citizen Service Centers (CSC)	Year 2, 3 and 4

\* For the omitted out-years, the Contractor will play much more of a coaching role with the provinces to ensure continuity and sustainability of the established processes and procedures for sustaining the deliverable. This should be reflected in the annual work plans and the reports set forth in Section F.5

## F.6 KEY PERSONNEL

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

<u>Number</u>	<u>Position</u>	<u>Name</u>
1.	Chief of Party	Lamar Cravens
2.	Deputy Chief of Party	Faiz Muhammad Zaland
3.	Senior Institution Building Advisor	Van James
4.	Senior Provincial Planning Specialist	Mohammad Arif Amiri
5.	Director of Procurement & Finance	Noor Wali Khan

## QUALIFICATIONS OF KEY PERSONNEL

The **Chief of Party** candidate's responsibilities will include, but are not limited to, overall program management, providing leadership to attain objectives, ensuring adequate communication with USAID, and identifying and mitigating program risks. The candidate for this five-year position must meet the following minimum qualifications, all required, unless otherwise stated:

- A minimum of a master's degree in urban planning, public administration, political science, international development or other related social science field.
- At least 10 years of progressively responsible development experience in managing and implementing large good governance or institution strengthening programs. Five of these years must have been in international settings. Prior experience and work in Afghanistan or similar conflict environment is an advantage.
- At least 10 years of progressively responsible supervisory experience, including direct supervision and performance evaluation of professional and support staff
- Demonstrated organizational skills and strong track record in meeting deliverables and deadlines.
- Demonstrable professional oral presentation and concise writing skills in English are required. Therefore the candidate must have the equivalent of a FSI S4/R4 proficiency in the English language.

- Demonstrated ability to interact regularly and professionally with senior host-government counterparts on policy and other strategic planning issues.

The **Deputy Chief of Party** candidate will provide support for, but not limited to, overall program management, fulfill the responsibilities of the Chief of Party when required, and manage field operations to ensure achievement of goals, and identify and mitigate program risks. It is preferable that the candidate for this five-year position be an Afghan national and meet the following minimum qualifications, all required, unless otherwise stated:

- A minimum of a master's degree in urban planning, public administration, political science, international development or other related social science field. Five years additional work experience in a related social science field can be substituted for a master's degree.
- At least five years of progressively responsible experience in managing and implementing large donor-funded programs in good governance or institution strengthening, particularly in transitional, Islamic, or post-conflict countries.
- At least five years of progressively responsible supervisory experience, including direct supervision and performance evaluation of professional and support staff.
- Equivalent to a FSI S4/R4 proficiency in the English language. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto.
- Demonstrated ability to interact regularly and professionally with senior host-government counterparts on policy and other strategic planning issues

The **Senior Institution Building Advisor** candidate's responsibilities will include, but are not limited to, programmatic direction and management of the sub-national institution building component of the program. The candidate will engage with IDLG and provincial administrations on a regular basis to improve inter- and intra-governmental systems and processes. The candidate will ensure activities are closely coordinated with efforts of IDLG and other donor-funded projects. Many activities under this component feed into and/or are strengthened by activities under other program components. The candidate will ensure that activities are not duplicative but are complementary. The candidate for this five-year position must meet the following minimum qualifications, all required, unless otherwise stated:

- Minimum of a master's degree in urban planning, public administration, public policy, political science or other related social science field. Three (3) years additional work experience in a related social science field can be substituted for a master's degree.
- At least a five year record of accomplishment in institution building, capacity building, and working with host government counterparts in transitional, Islamic, or post-conflict countries.
- Demonstrated experience in developing activities to strengthen de-concentration in centralized, unitary government systems.
- At least five years of progressively responsible supervisory experience, including direct supervision and performance evaluation of professional and support staff.
- Equivalent to a FSI S4/R4 proficiency in the English language. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desired.
- Demonstrated ability to interact regularly and professionally with senior host-government counterparts on policy and other strategic planning issues.

The **Senior Provincial Planning Specialist** candidate's responsibilities will include, but are not limited to, programmatic direction for the provincial planning component of the program. This candidate will demonstrate expertise in Afghanistan's provincial planning process. The candidate will engage IDLG and the Ministry of Economy, as well as provincial administrations regularly to strengthen bottom-up planning and budgeting. The candidate will ensure that activities under this component that feed into and/or are strengthened by activities under other components reinforce each other and are complementary. Afghan nationals are preferred. The candidate for this five-year position must meet the following minimum qualifications, all required, unless otherwise stated:

- Minimum of a bachelor's degree in urban planning, public administration, public policy, political science or other related social science field.
- At least a five year record of accomplishments in institution building, capacity building, and working with host government counterparts in transitional, Islamic, or post-conflict countries.
- Demonstrable experience in the Afghan provincial planning process or in a bottom-up planning process in another centralized, unitary government system.
- At least five years of progressively responsible supervisory experience, including direct supervision and performance evaluation of professional and support staff.
- Equivalent to a FSI S4/R4 proficiency in the English language. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto.
- Ability to interact regularly and professionally with senior host-government counterparts on policy and other strategic planning issues.

The **Director of Procurement and Finance** candidate's responsibilities will include, but are not limited to, overall program financial management and administration, grants under contract, sub-contracts and the identification and mitigation of financial and administrative risks. The candidate for this five-year position must meet the following minimum qualifications, all required, unless otherwise stated:

- Minimum of a bachelor's degree in accounting, business, finance, or other relevant business or finance related field.
- At least five years of experience in financial management, business management, quality control, audits, procurements, or legal fields. This must include ensuring compliance to organizational policies, procedures and internal controls.
- Demonstrated ability to manage grants under contract funds.
- At least five years of progressively responsible supervisory experience, including direct supervision and performance evaluation of professional and support staff.
- Equivalent to a FSI S4/R4 proficiency in the English language. Professional proficiency (equivalent to FSI S3/R3) in Dari or Pashto is desirable.

Relevant certification from internationally recognized compliance or auditing organization (Institute of Internal Auditors, International Standards Organization, American Society for Quality, International Register of Certified Auditors, etc.) is highly preferred.

## **Other Personnel**

As needed, the program may also engage the services of expert local (Afghan) or expatriate (US or TCN) technical advisors on a short- or long-term basis to provide expertise in areas not possessed by other staff, including subcontractors. Such advisors will have high technical and professional qualifications and their use in each case will be appropriate based on their professional qualifications and experience. Each advisor must be assigned to work under the control and supervision of the COP, DCOP and technical team leads. Expatriates and local Afghan experts may both be utilized, as necessary, to meet the objectives of ISLA. The skills and composition of these technical staff must make it possible for the advisor to give a professional briefing in English to USAID, at any USAID location, on their respective program area(s). This does not necessarily require that all Afghan technical staff have English fluency; however, it does require that the staff composition, location thereof, and their language skills, allow for a briefing in English at all of USAID's relevant locations when required.

A broad range of such technical expertise may be required to carry out the multiple components of this contract. The Contractor is expected to use subcontractors with expertise related to the respective program activities to fulfill staffing requirements. Illustrative technical specialist areas include, but are not limited to, the following:

- Monitoring and Evaluation Specialist to help establish M&E procedures and systems for sub-national governance
- Advocacy Specialist
- Capacity Development Specialist
- Area Supervisors
- Gender Specialist
- Community Mobilization Specialists
- Compliance Specialist
- Grants Management Specialist
- Procurement Specialist
- Information Officer or Communications Specialist
- Compliance Specialist

**[END OF SECTION F]**

**SECTION G: CONTRACT ADMINISTRATION DATA**

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

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

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

<b>TOTAL EXPENDITURES</b> <b>(Document Number: XXX-X-XX-XXXX-XX)</b>			
Line Item	Description	Amt. Vouchered To Date	Amt. Vouchered This Period
0001	A. Provincial Planning and Budgeting	\$XXXX.XX	\$XXXX.XX
0002	B. Sub-National Institution Building	\$XXXX.XX	\$XXXX.XX
0003	C. Inclusive Advocacy	\$XXXX.XX	\$XXXX.XX
0004	D. Public Engagement	\$XXXX.XX	\$XXXX.XX
0005	Grants under Contract (GuC)	\$XXXX.XX	\$500,000.00
0006	Fee	\$XXXX.XX	\$XXXX.XX
<b>Total</b>		<b>\$XXXX.XX</b>	<b>\$XXXX.XX</b>

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

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

- B. Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- C. Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.
- D. The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records - Negotiation".

## **G.2 ADMINISTRATIVE CONTRACTING OFFICE**

The Administrative Contracting Officer and Office for all post-award matters is:

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

U.S. Address:

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

### **G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative (COR) for post-award management of the contract activity is:

(Ms.) Dhulce-Janice McGuire  
Office of Democracy & Governance (ODG)  
USAID/Afghanistan,  
E-Mail: [dmcguire@state.gov](mailto:dmcguire@state.gov)

### **G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT**

The contractor's primary point of contact for post – award administration matters is:

(Mr.) Jan Auman  
President  
Tetra Tech ARD  
159 Bank Street, Suite 300  
Burlington, Vermont 05401  
Phone: (802)658-3890  
Fax: (802) 658-4247  
Email: [jan.auman@tetrattech.com](mailto:jan.auman@tetrattech.com)

### **G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

A. Technical Directions are defined to include:

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

B. The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- a) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- b) 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.

- c) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Contracting Officer's Representative" with a copy furnished to the Contracting Officer.
- d) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- e) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- f) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

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

- a) In the separately-issued Contracting Officer's Representative Designation letter, the CO designates an alternate Contracting Officer's Representative to act in the absence of the designated Contracting Officer's Representative, in accordance with the terms of the letter.
- b) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the Contracting Officer's Representative must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: 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.
- c) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

## G.6 PAYING OFFICE

The preferred method of transmission of invoices is through electronic medium at the following address: [KabulAIDvouchers@usaid.gov](mailto:KabulAIDvouchers@usaid.gov). Subject line must read Award No. and name of firm [*to be filled in at time of award*]. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

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

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

## G.7 ACCEPTANCE AND APPROVAL

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

## G.8 ACCOUNTING AND APPROPRIATION DATA

Accounting Template:

GLAAS Requisition #: REQ-306-14-000038/000002

BBFY: 2011

EBFY: 2012

Fund: ES

OP: AFGHANISTA

Prog Area: A08

Dist Code: 306-M

Prog Elem:

Team/Div: AFG/DGO

BGA: 306

SOC: 4100301

Obligated Amount: \$100,000

Accounting Template:

GLAAS Requisition #: REQ-306-14-000038/000002

BBFY: 2012

EBFY: 2013

Fund: ES-OCO

OP: AFGHANISTA  
Prog Area: A08  
Dist Code: 306-M  
Prog Elem: A036  
Team/Div: AFG/DGO  
BGA: 306  
SOC: 4100301  
Obligated Amount: \$3,900,000

Accounting Template:  
GLAAS Requisition #: REQ-306-14-000038/000002  
BBFY: 2013  
EBFY: 2014  
Fund: ES-OCO  
OP: AFGHANISTA  
Prog Area: A08  
Dist Code: 306-M  
Prog Elem: A036  
Team/Div: AFG/DGO  
BGA: 306  
SOC: 4100100  
Obligated Amount: \$14,000,000

[END OF SECTION G]

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section H of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause and [http://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf) for electronic access to the full text of an AIDAR clause.

NUMBER	TITLE	DATE
<b>AIDAR PART 752</b>		
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7027	PERSONNEL	DEC 1990

### H.2 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

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

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

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

### **H.3 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)**

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

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

### **H.4 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE**

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

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

### **H.5 INSURANCE AND SERVICES**

- a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's

DBA insurance carrier is:

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

Primary Contact: Fred Robinson  
Phone: (415) 486-7516  
Fax: (415) 486-7059  
Email: [Fred.Robinson@aon.com](mailto:Fred.Robinson@aon.com)

Secondary Contact: Angela Falcone  
Phone: (415) 486-7000  
Email: [Angela.Falcone@aon.com](mailto:Angela.Falcone@aon.com)

OR

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

Primary Contact: Ellen Rowan  
Phone: (202) 862-5306  
Fax: (202) 429-8530  
Email: [Ellen.Rowan@aon.com](mailto:Ellen.Rowan@aon.com)

Secondary Contact: Chris Thompson  
Phone: (202) 862-5302  
Email: [Chris.Thompson@aon.com](mailto:Chris.Thompson@aon.com)

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

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

PERIOD		Services	Construction	Security Guards
Life of contract	03/01/10 - 02/28/15	\$2.00	\$4.50	\$7.50

**H.6 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)**

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**H.7 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION**

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**H.8 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES  
(OCT 1998)**

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**H.9 AIDAR 752.7031 LEAVE AND HOLIDAYS (OCT 1989)**

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**H.10 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)**

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

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

(b) Exceptions.

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

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

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

#### **H.11 USAID DISABILITY POLICY (DEC 2004)**

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

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

#### **H.12 AUTHORIZED GEOGRAPHIC CODE**

The authorized geographic code for Afghanistan for the procurement of goods and services is 937.

#### **H.13 EXECUTIVE ORDERS ON TERRORISM FINANCING**

The Contractor is reminded that U.S. Executive Orders (including E.O. 13224) and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. FAR 25.701 prohibits agencies and their contractors and subcontractors from acquiring any supplies or services from individuals or organizations, if any proclamation, Executive Order, Office of Foreign Assets Control (OFAC) regulations, or statute administered by OFAC would prohibit such a transaction. Accordingly, the Contracting Officer must check the U.S. Department of the Treasury's OFAC List to ensure that the names of the Contractor and proposed subcontractors (and individuals from those organizations who have been made known to them), are not on the list. Mandatory FAR clause 52.225-13 Restrictions on Certain Foreign Purchases is included by reference in Section I.1 of this contract. By accepting this contract, the Contractor acknowledges and agrees that it is aware of the list as part of its compliance with the requirements

of that clause. This clause must be included in all subcontracts/sub-awards issued under this contract.

#### **H.14 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES**

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 USAID/W of information technology components in which the life-cycle cost of commodities or services (e.g., installation, maintenance, and technical assistance) exceeds \$100,000.

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

##### Information Technology

(A)The term 'information technology', with respect to an executive agency means any equipment or interconnected system or subsystem of equipment, that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency. For purposes of the preceding sentence, equipment is used by an executive agency if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency which (i) requires the use of such equipment, or (ii) requires the use, to a significant extent, of such equipment in the performance of a service or the furnishing of a product.

(B)The term 'information technology' includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

(C)Notwithstanding subparagraphs (A) and (B), the term 'information technology' does not include any equipment that is acquired by a Federal contractor incidental to a Federal contract. (Source: Clinger-Cohen Act) (Chapters 541-548, 552)

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

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

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

#### **H.15 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

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

(b) If at any time it is determined that the Contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the Contract itself, or in advance, without authorization in writing, by the Contracting Officer, then the amount payable under the Contract 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 "Disputes" clauses of the Contract.

#### **H.16 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

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

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

#### **H.17 CONSENT TO SUBCONTRACTS**

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## H.18 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 shall assure that all subcontractors and lower-tier subcontractors are actively engaged in the performance of subcontracted work. Contractor shall assure that subcontract "brokering" does not occur under this contract and that all subcontractor and lower-tier subcontractors self-perform appropriate portions of the subcontracted work. To promote the foregoing objectives, USAID may limit the number of "tiers" that Contractor may subcontract.

(c) Therefore, in addition to the requirements of FAR 52.244-2 and prior to awarding any subcontract, the Contractor shall notify the Contracting Officer in writing of Contractor's intent to subcontract and obtain Contracting Officer's approval to award said subcontract(s).

(d) Contractor's notification and request for approval to subcontract shall include the following information:

(i) Subcontract number and title (or a general description of the subcontract work);

(ii) Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower-tier subcontractors (regardless of dollar amount or percentage of work to be performed);

(iii) The total value of the work and total value of the work to be self-performed by the subcontractor;

- (iv) A copy of Afghan business license (Afghan firms only);
- (v) Subcontractor and lower-tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
- (vi) Identification information for the subcontractor and lower-tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and
- (vii) A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower-tier subcontractor.
- (viii) Written documentation confirming Contractor has vetted all proposed subcontractors and lower-tier subcontractors at the following websites:

<https://www.sam.gov>

<http://sdnsearch.ofac.treas.gov/>

<http://www.un.org/sc/committees/1267/AQList.htm>

- (e) As required by Section L.7 of this contract, the Contractor shall perform with its own organization, at least 20 percent of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower-tier subcontractors of work which is only administrative in nature shall not meet the requirements of this clause.
- (f) The contractor and all its subcontractors and lower-tier subcontractors shall maintain payrolls and basic personnel records for all personnel working under the contract. Said records shall be made available to the government during contract performance and for 3 years after contract completion. The records shall contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.
- (g) Subcontracts. The contractor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The contractor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.
- (h) The contracting officer's approval to subcontract, to include approval of lower tier subcontracts, does not 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 shall select subcontractors (including suppliers) on a competitive basis to the maximum extent practical.
- (i) Submission of false information required by this clause or non-compliance with the requirements of the clause shall be considered a material breach of the contract.

## H.19 SUB-AWARD REQUIREMENTS (MARCH 2012)

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

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

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

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

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

(i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;

(ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.

(iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

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

(i) subsidiaries of the awardee;

(ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;

(iii) employment awards for a single individual, provided that such individual issues no further sub-

awards;

(iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;

(v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

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

## **H.20 REPORTING OF FOREIGN TAXES (JULY 2007)**

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

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

(1) Contractor name.

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

(3) Contract number(s).

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

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

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

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

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

(c) Definitions. For purposes of this clause:

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

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

(3) "Foreign government" includes any foreign governmental entity.

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

(d) Where. Submit the reports to:

Mission Controller  
USAID Afghanistan  
Great Masood Road  
Kabul, Afghanistan

(e) Sub-agreements. The contractor must include this reporting requirement in all applicable subcontracts and other sub-agreements.

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

## **H.21 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES**

Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences [<http://www.usaid.gov/ads/policy/300/350maa>] or as approved by the CO.

## **H.22 LOGISTIC SUPPORT**

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

## **H.23 LANGUAGE REQUIREMENTS**

The Contractor personnel and/or consultants shall 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 under the contract.

## **H.24 GENDER REPORTING**

As required by Section F of this contract, the Contractor shall disaggregate applicable data reporting by gender.

## **H.25 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**

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

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

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

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

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

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

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

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

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

## **H.27 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES**

Corruption or any other improper business practices related to this solicitation and any resulting 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 solicitation and any resulting contract(s).

## **H.28 ACCESS TO USAID FACILITIES AND USAID'S INFORMATION SYSTEMS (AUGUST 2013)**

(a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID's information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor's employees, consultants, or volunteers who are not

U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

(b) Before a contractor (or a contractor employee, consultant, or volunteer) or subcontractor at any tier may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities in the United States, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form to the Enrollment Office personnel when undergoing processing. One identity source document must be a valid Federal or State government-issued picture ID. Contractors may contact the USAID Security Office to obtain the list of acceptable forms of documentation. Submission of these documents, to include documentation of security background investigations are mandatory in order for the contractor to receive a PIV/FAC card and be granted access to any of USAID's information systems. All such individuals must physically present these two source documents for identity proofing at their enrollment.

(c) The contractor or its Facilities Security Officer must return any issued building access ID and remote authentication token to the Contracting Officer's Representative (COR) upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

(d) Individuals engaged in the performance of this award as employees, consultants, or volunteers of the contractor must comply with all applicable Homeland Security Presidential Directive-12 (HSPD-12) and Personal Identity Verification (PIV) procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies.

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

## **H.29 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS**

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

## **H.30 DISCLOSURE OF INFORMATION (AIDAR)**

(a) Offerors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (FOIA). Therefore, all items that are confidential to business, or contain trade secrets, proprietary or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (OPM or the Government) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.

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

(c) In performance of this contract, the Contractor assumes responsibility for 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.31 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, implementing partners, the Government of Afghanistan, and other donors. This reporting process supports the Government of Afghanistan's requirement that USAID provide information to the Ministry of Finance in order to track ongoing and completed donor-sponsored development activities.

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

### **H.32 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 <https://spot.dmdc.mil/privacy.aspx>. Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

### **H.33 FACILITIES USED FOR RELIGIOUS ACTIVITIES**

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

### **H.34 SECURITY CLEARANCE**

(a) Contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information within Industry". Consequently, this Contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating procedures for any classified Contract, the requiring office for the Contract must complete a DD 254, have it cleared *by* the Office of Security (SEC), and include it with the Statement of Work for the classified Contract. A hyperlink to a blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or Contract s that do **not** require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified Contract, the Contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this Contract, the Contractor acknowledges that it waives any right to be considered for any classified Contract if the Contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic Contract is not classified, the Contractor may request a Secret level facility clearance at any time after the Contract is

awarded in order to be eligible for consideration for a classified Contract. The COR from the office sponsoring the Contract is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The COR is responsible for managing the clearance requirements for any classified Contract s.

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

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

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after Contract award and denies a final clearance, the Contract may be terminated, depending on the reasons DSS denied the clearance. If the Contract is not terminated, the Contractor is prohibited from being considered for or being issued any future classified Contract s, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this Contract or under a Contract issued against this Contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared Contractor, the Contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The Contractor is responsible for providing properly cleared personnel to work on the Contract and for ensuring that performance is not jeopardized.

(e) The Contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the Contractor subcontracts any work to be performed under a classified Contract , the Contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime Contract/Contract .

(g) The Office of Security will issue RRB facility passes to individual Contractor representatives/employees upon receipt of the "Visit Request". The Contractor must ensure that any passes issued are returned upon termination of employment or completion of the Contract, whichever occurs first.

### **H.35 GRANTS UNDER CONTRACT (GUCS)**

Grants under Contract (GuC) to non-governmental organizations are authorized under this contract. GuCs will be used for civil society organizations (CSOs) to conduct social audits on provincial government performance in provinces where such activities will not be conducted through the

forthcoming civil society project Promotion of Afghan Civic Engagement (PACE). This component will be closely coordinated with PACE. Using grants for this component, rather than including it as a direct deliverable of the contract, allows for a degree of independence of the CSOs conducting the social audits. The use of social audits will help increase government accountability to citizens and measure public perception of government. The contractor may propose creative ways to utilize grants such as fixed obligation grants, grants of equipment or supplies, subsidy to reduce risk of adopting new technologies, and micro-grants. Creativity is expected in the use of this fund to support Afghan initiatives and institutions in line with the objective of the program. Approval of GuCs under this contract will be in accordance with the procedures outlined below:

- 1) GuCs under this project are intended to strengthen the capacity of Afghan organizations and will be distributed only to registered Afghan NGOs. No grants will be made to U.S. NGOs or Afghan governmental entities.
- 2) The GuC component of this project makes up a very small share of the entire project. Therefore, USAID will not be significantly involved in the selection of grantees. However, the Contractor shall provide USAID with the selection criteria to be used for recipient NGOs for Contractor Officer's Representative (COR) approval.
- 3) Each grant will have a ceiling of \$25,000. Any grants exceeding this amount will require USAID approval.
- 4) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.
- 5) The Contractor is not authorized to execute or administer Cooperative Agreements on USAID's behalf.
- 6) Requirements which apply to USAID-executed grants shall also apply to grants signed by the Contractor.
- 7) The Contractor shall prepare and submit for Contracting Officer approval, a Grants Manual that outlines, at a minimum, the competition process, selection criteria, types of grants to be utilized, as well as all grant templates. Once the Grants Manual is approved by the CO, the COR shall have the authority to approve the grant recipient selection.
- 8) If the Grants Manual is not provided before award to the Contracting Officer (CO), the Contractor shall obtain approval from the CO within 60 days after award of the contract.

The Contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the Contract and ensure:

- (a) ) sufficient time to complete grantee audits,
- (b) sufficient time for the grantee to submit a final report to the Contractor, and
- (c) sufficient time for the Contractor to complete its review of the grantee and provide a final report to the government before Contract or Contract close-out.

All grants must be closed out no later than the end date of the Contract. Reporting requirements shall be in accordance with Section F.

### **H.36 RIGHT TO PROCURE FROM OTHER SOURCES**

The Government, under the terms of this contract, retains the right to procure similar services from other sources during the period of this contract. USAID reserves the right to contract with other

entities outside of this contract to develop and/or implement Infrastructure activities and projects, including ones that have been identified, studied, developed and/or designed to a prescribed level by the Contractor under an approved Contract.

### **H.37 NONDISCRIMINATION (JUNE 2012)**

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

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

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

### **H.38 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DECEMBER 2010)**

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

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

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

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

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

Officer (CO).

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

### **H.39 STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID CONSTRUCTION CONTRACTS (JULY 2007)**

(a) One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following website:

<http://www.usaid.gov/>

(b) USAID requires the contractor to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

(c) The contractor will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access, or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA must be used.

(d) New Construction. All new construction will comply with the above standards for accessibility.

(e) Alterations. Changes to an existing structure that affect, or could affect, the usability of the structure will comply with the above standards for accessibility unless the contractor obtains the Contracting Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

(f) Exceptions. The following construction related activities are excepted from the requirements of

paragraphs (a) through (d) above: (1) Normal maintenance, re-roofing, painting or wallpapering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and (2) emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

#### **H.40 USAID-FINANCED THIRD-PARTY WEBSITES (AUGUST 2013)**

(a) Definitions:

"Third-party web sites:" 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 Web sites include project sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site 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 Web site 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 Web site 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 Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site 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 Web site 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 Web sites. 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)

#### **H.41 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)**

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

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

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

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

1. A brief summary of the proposed event; A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
2. The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
3. A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);

4. The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
5. If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
6. A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

#### **H.42 FRAUD REPORTING**

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

#### **H.43 VETTING**

##### **I. Mission Order 4-14.001**

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

- (a) The contractor must complete and submit the "USAID Information Form" in Attachment J.1 of this contract for:
  - i) Itself, if it is a non-U. S. entity;
  - ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; or
  - iii) Each key individual that is a non-U.S. entity.
- (b) For purposes of this clause, the following definitions apply:

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

"Key individuals" means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held; (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USAID-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. Mission Order 4-14.002

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

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

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

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

(a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website :

<http://www.instantofac.com/search.php> ,

or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

(b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida

Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website:

<http://www.un.org/sc/committees/1267/pdf/AQList.pdf>

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

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

3. For purposes of this Certification:

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

(b) "Terrorist act" means-

- i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <https://treaties.un.org/doc/db/Terrorism/english-18-7.pdf>); or
- ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
- iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

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

### **III. Restrictions on certain foreign purchases (June 2008)**

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

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://sdnsearch.ofac.treas.gov/>. 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>.

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

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

### **H.44 ENVIRONMENTAL COMPLIANCE**

The contractor must comply with 22 CFR 216<sup>24</sup> requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations. See Attachment J.3.

#### Environmental Mitigation and Monitoring Plan (EMMP)

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

<sup>24</sup>[http://pdf.usaid.gov/pdf\\_docs/pnadd883.pdf](http://pdf.usaid.gov/pdf_docs/pnadd883.pdf)

Automated Directives System (ADS) Parts 201.5.10g and 204 which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP.

- 1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as "approved Regulation 216 environmental documentation.")
- 2) An Initial Environmental Examination (IEE) [see Attachment J.3] has been approved for this program's funding this RFP. The IEE covers activities expected to be implemented under this contract. USAID has determined that a **Negative Determination with conditions** applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The Offeror shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.
- 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.
- 3b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.
- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
  - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor must, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities

within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.

- 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
- 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- 5a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.
- 5b) Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.
- 5c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.

#### **H.45 USAID AFGHANISTAN PUBLIC POSTING**

This contract will be posted in its entirety within 60 days of award, without alteration except that the Contractor may provide a redacted version of the award to USAID for review and consideration. Contractor must provide the redacted version within 30 days of the effective date the contract and direct the request and redacted copy via e-mail to [KabulAIDCompliance@state.gov](mailto:KabulAIDCompliance@state.gov). Requests to redact the contract award must be based on a claim that the award document contains proprietary or confidential business information or personally identifiable information (PII) so that redaction is warranted.

#### **H.46 BASIS FOR APPROVAL**

Documents submitted to USAID for approval pursuant to this award shall specify a) the specific basis in the award document for requesting approval, if any; and b) the specific basis in agency operating policy, if any.

#### **H.47 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)**

##### Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

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

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

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

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;
- (2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or
- (3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

#### **H.48 ELECTRONIC PAYMENTS SYSTEM**

1. Definitions:
  - a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
  - b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.
2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
  - a. Cash Payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
  - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
  - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
  - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.

More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutioncenter.nethope.org/programs/c2e-toolkit>.

#### **H.49 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)**

- (a) Definitions. For the purpose of submissions to the DDL:
- (1) "Dataset" is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data,

such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor's information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 "Submission Requirements for Development Experience Documents").

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

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

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

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

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

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

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

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

[END OF SECTION H]

**PART II: CONTRACT CLAUSES**  
**SECTION I: CONTRACT CLAUSES**

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**I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one of 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 this/these address(es):

<http://arnet.gov/far/>  
<http://www.acquisition.gov/far/index.html>

**I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See <http://acquisition.gov/far/index.html> for electronic to the full text of a FAR clause. See [http://www.usaid.gov/sites/default/files/documents/1868/aidar\\_0.pdf](http://www.usaid.gov/sites/default/files/documents/1868/aidar_0.pdf) for electronic access to the full text of an AIDAR clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions	(NOV 2013)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government.	(SEP 2006)
52.203-7	Anti-Kickback Procedures	(MAY 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	(MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct.	(APR 2010)
52.203-14	Display of Hotline Poster(s).	(DEC 2007)
52.204-1	Approval of Contract	(DEC 1989)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(MAY 2011)
52.204-9	Personal Identity Verification of Contractor Personnel.	(JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(JUL 2013)
52.204-12	Data Universal Numbering System Number Maintenance	(DEC 2012)
52.204-13	System for Award Management Maintenance.	(JUL 2013)
52.204-14	Service Contract Reporting Requirements	(JAN 2014)
52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)

52.209-1	Qualification Requirements	(FEB 1995)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	(AUG 2013)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(JUL 2013)
52.215-2	Audit and Records - Negotiation	(OCT 2010)
52.215-8	Order of Precedence - Uniform Contract Format	(OCT 1997)
52.215-17	Waiver of Facilities Capital Cost of Money	(OCT 1997)
52.215-19	Notification of Ownership Changes	(OCT 1997)
52.215-23	Limitations on Pass-Through Charges	(OCT 2009)
52.215-23	Limitations on Pass-Through Charges (OCT 2009) -- Alternate I	(OCT 2009)
52.216-7	Allowable Cost and Payment	(JUN 2013)
52.216-23	Execution and Commencement of Work	(APR 1984)
52.219-14	Limitations on Subcontracting	(NOV 2011)
52.219-16	Liquidated Damages - Subcontracting Plan	(JAN 1999)
52.222-2	Payment for Overtime Premiums	(JUL 1990)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-29	Notification of Visa Denial	(JUN 2003)
52.222-35	Equal Opportunity for Veterans	(JUL 2014)
52.222-37	Employment Reports on Veterans	(JUL 2014)
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards- Price Adjustment (Multiple Year and Option Contracts)	(MAY 2014)
52.222-50	Combating Trafficking in Persons.	(FEB 2009)
52.222-54	Employment Eligibility Verification	(AUG 2013)
52.223-3	Hazardous Material Identification and Material Safety Data	(JAN 1997)
52.223-3	Hazardous Material Identification and Material Safety Data Alternate I	(JUL 1995)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-10	Waste Reduction Program	(MAY 2011)
52.223-12	Refrigeration Equipment and Air Conditioners	(MAY 1995)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(AUG 2011)
52.223-19	Compliance with Environmental Management Systems	(MAY 2011)
52.224-1	Privacy Act Notification	(APR 1984)
52.224-2	Privacy Act	(APR 1984)
52.225-1	Buy American Supplies	(MAY 2014)
52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
52.227-14	Rights in Data-General	(MAY 2014)
52.228-3	Workers' Compensation Insurance (Defense Base Act)	(JUL 2014)
52.228-7	Insurance - Liability to Third Persons	(MAR 1996)
52.229-8	Taxes - Foreign Cost-Reimbursement Contracts	(MAR 1990)
52.230-2	Cost Accounting Standards	(MAY 2014)
52.230-3	Disclosure and Consistency of Cost Accounting Practices	(MAY 2014)
52.230-4	Disclosure and Consistency of Cost Accounting Practices- -Foreign Concerns	(MAY 2014)
52.230-6	Administration of Cost Accounting Standards	(JUN 2010)
52.232-12	Advance Payments	(MAY 2001)
52.232-17	Interest	(MAY 2014)
52.232-18	Availability of Funds	(APR 1984)

52.232-22	Limitation of Funds	(APR 1984)
52.232-23	Assignment of Claims	(MAY 2014)
52.232-25	Prompt Payment	(JUL 2013)
52.232-25	Prompt Payment Alternate I	(FEB 2002)
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	(JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Accelerated Payments to Small Business Subcontractors	(DEC 2013)
52.233-1	Disputes	(MAY 2014)
52.233-3	Protest after Award. (AUG 1996) - Alternate I	(JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.237-3	Continuity of Services	(JAN 1991)
52.237-9	Waiver of Limitation on Severance Payments to Foreign Nationals	(MAY 2014)
52.239-1	Privacy or Security Safeguards	(AUG 1996)
52.242-1	Notice of Intent to Disallow Costs	(APR 1984)
52.242-3	Penalties for Unallowable Costs	(MAY 2014)
52.242-4	Certification of Final Indirect Costs	(JAN 1997)
52.242-13	Bankruptcy	(JUL 1995)
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate II	(APR 1984)
52.243-7	Notification of Changes	(APR 1984)
52.244-2	Subcontracts	(OCT 2010)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(OCT 2014)
52.245-2	Government Property Installation Operation Services	(APR 2012)
52.246-25	Limitation of Liability - Services	(FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers	(JUN 2003)
52.247-67	Submission of Transportation Documents for Audit	(FEB 2006)
52.247-68	Report of Shipment (REPSHIP)	(FEB 2006)
52.249-6	Termination (Cost-Reimbursement)	(MAY 2004)
52.249-14	Excusable Delays	(APR 1984)
52.251-1	Government Supply Sources	(APR 2012)
52.252-4	Alterations in Contract	(APR 1984)
52.252-6	Authorized Deviations in Clauses	(APR 1984)

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
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**AIDAR (48 CFR Chapter 7)**

752.227-14	Rights in Data-General	(APR 2014)
752.7034	Acknowledgement and Disclaimer	(DEC 1991)
752.219-70	USAID Mentor-Protégé Program	(JUL 2007)
752.219-71	Mentor Requirements and Evaluation	(JUL 2007)

**I.3 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L.112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the

workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

**I.4 52.216-8 FIXED FEE (JUN 2011)**

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

**I.5 FAR 52.209-9 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments –

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by –

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for –

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the

issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

## **I.6 CANCELLATION UNDER MULTI-YEAR CONTRACTS (OCT-1997)**

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

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

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

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

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

(d) The cancellation charge will cover only –

(1) Costs –

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

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

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

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

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

(1) Of notification of the nonavailability of funds; or

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

(f) The Contractor's claim may include –

- (1) Reasonable nonrecurring costs (see Subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;
- (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;
- (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
- (4) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include –

- (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
- (2) Any cost already paid to the Contractor;
- (3) Anticipated profit or unearned fee on the canceled work; or
- (4) For service contracts, the remaining useful commercial life of facilities. “Useful commercial life” means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

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

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

#### **I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

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

#### **I.8 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)**

(a) The Contractor agrees that, if after award it discovers either an actual or potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action(s) which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict.

(b) The Contracting Officer shall provide the contractor with written instructions concerning the

conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

#### **I.9 COMMUNICATIONS PRODUCTS (OCT 1994)**

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

#### **I.10 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (APR 2014)**

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

of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO or COR, of planned travel, identifying the travelers and the dates and times of arrival.

#### **I.11 INTERNATIONAL TRAVEL APPROVAL**

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated in Section I) and AIDAR 752.7032 International Travel Approval and Notification Requirements (APR 2014), the Contracting Officer hereby provides prior written approval for travel identified in the contractor's cost proposal provided that the Contractor obtains the COR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract, 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). This approval is for travel by the lowest cost economy-class fare. The Contractor shall retain for audit purposes a copy of each travel concurrence.

#### **I.12 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)**

- a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representative 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 Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

#### **I.13 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.14 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.15 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.16 752.202-1 DEFINITIONS (JAN 1990)**

(a) "USAID" shall mean the U.S. Agency for International Development.

(b) "Administrator" shall mean the Administrator or the Deputy Administrator of USAID.

(c) When this contract is with an educational institution "Campus Coordinator" shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the contract.

(d) When this contract is with an educational institution "Campus Personnel" shall mean representatives of the Contractor performing services under the contract at the Contractor's home institution and shall include the Campus Coordinator.

(e) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(f) "Contractor employee" shall mean an employee of the Contractor assigned to work under this contract.

(g) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(h) "Cooperating Government" shall mean the government of the Cooperating Country.

(i) "Federal Acquisition Regulations (FAR)", when referred to herein shall include Agency for International Development Acquisition Regulations (AIDAR).

(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States USAID Mission to, or principal USAID office in, the Cooperating Country.

(l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his/her designated representative.

**I.17 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 under 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.18 752.211-70 LANGUAGE AND MEASUREMENT (JUN 1992)**

(a) The English language shall be used in all written communications between the parties under this contract with respect to services to be rendered and with respect to all documents prepared by the contractor except as otherwise provided in the contract or as authorized by the contracting officer.

(b) Wherever measurements are required or authorized, they shall be made, computed, and recorded in metric system units of measurement, unless otherwise authorized by USAID in writing when it has found that such usage is impractical or is likely to cause U.S. firms to experience significant inefficiencies or the loss of markets. Where the metric system is not the predominant standard for a particular application, measurements may be expressed in both the metric and the traditional equivalent units, provided the metric units are listed first.

#### **I.19 752.245-70 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.

Preface:. 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 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. 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:

#### **I.20 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 Years Years 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.21 752.7001 BIOGRAPHICAL DATA (JUL 1997)**

The Contractor agrees to furnish to the Contracting Officer on AID Form 1420-17, "Contractor Employee Biographical Data Sheet", 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.22 752.228-7 INSURANCE - LIABILITY TO THIRD PERSONS**

As prescribed in 728.307-2 (c), the following paragraph is to be added to the clause specified in FAR

52.228-7 as either paragraph (h) (if FAR 52.228-7 Alternate I is not used) or (i) (if FAR 52.228-7 Alternate I is used): (See FAR 52.228)

( ) Insurance on private automobiles. If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverage's or such other minimum coverage's as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Audit and Records - Negotiation" clause of this contract.

### **I.23 752.229-70 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.24 752.7002 TRAVEL AND TRANSPORTATION (JAN 1990)**

(a) General. The Contractor will be reimbursed for reasonable, allocable and allowable travel and transportation expenses incurred under and for the performance of this contract. Determination of reasonableness, allocability and allowability will be made by the Contracting Officer based on the applicable cost principles, the Contractor's established policies and procedures, USAID's established policies and procedures for USAID direct-hire employees, and the particular needs of the project being implemented by this contract. The following paragraphs provide specific guidance and limitations on particular items of cost.

(b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for that employee and his/her dependents are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract for

the employee and his/her dependents. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) - hereinafter referred to as the Standardized Regulations - as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(c) Local travel. Reimbursement for local travel in connection with duties directly referable to the contract shall not be in excess of the rates established by the Mission Director for the travel costs of travelers in the Cooperating Country. In the absence of such established rates the Contractor shall be reimbursed for actual travel costs of travelers in the Cooperating Country, if not provided by the Cooperating Government or the Mission, including travel allowances at rates not in excess of those prescribed by the Standardized Regulations.

(d) Travel for consultation. The Contractor shall be reimbursed for the round trip of the Contractor's Chief of Party in the Cooperating Country or other designated Contractor employee or consultant in the Cooperating Country performing services required under this Contract, for travel from the Cooperating Country to the Contractor's office in the United States or to USAID/Washington for consultation and return on occasions deemed necessary by the Contractor and approved in advance, in writing, by the Contracting Officer or the Mission Director.

(e) Special international travel and third country travel. For special travel which advances the purpose of the contract, which is not otherwise provided by the Cooperating Government, and with the prior written approval of the Contracting Officer or the Mission Director, the Contractor shall be reimbursed for (i) the travel cost of travelers other than between the United States and the Cooperating Country and for local travel within other countries and (ii) travel allowance for travelers while in travel status and while performing services hereunder in such other countries at rates not in excess of those prescribed by the Standardized Regulations.

(f) Indirect travel for personal convenience. When travel is performed by an indirect route for the personal convenience of the traveler, the allowable costs of such travel will be computed on the basis of the cost of allowable air fare via the direct usually traveled route. If such costs include fares for air or ocean travel by foreign flag carriers, approval for indirect travel by such foreign flag carriers must be obtained from the Contracting Officer or the Mission Director before such travel is undertaken, otherwise only that portion of travel accomplished by United States-flag carriers will be reimbursable within the above limitation of allowable costs.

(g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country

for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

(h) ) Delays en route. The Contractor may grant to travelers under this contract reasonable delays en route while in travel status when such delays are caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such sick leave as provided under the "Leave and Holidays" clause of this contract.

(i) Travel by privately owned automobile. The Contractor shall be reimbursed for the cost of travel performed by a regular employee in his/her privately owned automobile at a rate not to exceed that authorized in the Federal Travel Regulations plus authorized per diem for the employee and for each of the authorized dependents traveling in the automobile, if the automobile is being driven to or from the Cooperating Country as authorized under the contract, provided that the total cost of the mileage and the per diem paid to all authorized travelers shall not exceed the total constructive cost of fare and normal per diem by all authorized travelers by surface common carrier or authorized air fare, whichever is less.

(j) Emergency and irregular travel and transportation. Emergency transportation costs and travel allowances while en route, as provided in this section will also be reimbursed not to exceed amounts authorized by the Foreign Service Travel Regulations for USAID-direct hire employees in like circumstances under the following conditions:

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location for Contractor employees and dependents and returning to the post of duty, when the Contractor's Chief of Party, with the concurrence of the Contracting Officer or Mission Director makes a written determination that such travel is necessary for one of the reasons specified in subparagraphs (j)(1)(i) and (ii) of this section. A copy of the written determination shall be furnished to the Contracting Officer.

(i) Need for medical care beyond that available within the area to which the employee is assigned, or serious effect on physical or mental health if residence is continued at assigned post of duty, subject in either case, to the limitations stated in the clause of this contract entitled "Personnel - Physical Fitness of Employee and Dependents." The Mission Director may authorize a medical attendant to accompany the employee at contract expense if, based on medical opinion, such an attendant is necessary.

(ii) th, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse.

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent,

legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.

(3) The Mission Director may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action. The authorization shall include the kind of leave to be used and appropriate restrictions as to time away from post, transportation of personal and/or household effects, etc. Requests for such emergency travel shall be submitted through the Contractor's Chief of Party.

(k) Home leave travel. To the extent that home leave has been authorized as provided in the "Leave and Holidays" clause of this contract, the cost of travel for home leave is reimbursable for travel costs and travel allowances of travelers from the post of duty in the Cooperating Country to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel to the employee's residence in the United States) and return to the post of duty in the Cooperating Country. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

(l) Rest and recuperation travel. The Contractor shall be reimbursed for the cost of travel performed by regular employees and dependents for purposes of rest and recuperation provided that such reimbursement does not exceed that authorized for USAID direct hire employees, and provided further that no reimbursement will be made unless approval is given by the Contractor's Chief of party.

(m) Transportation of motor vehicles, personal effects and household goods.

(1) Transportation, including packing and crating costs, will be paid for shipping from the point of origin in the United States (or other location as approved by the Contracting Officer) to post of duty in the Cooperating Country and return to point of origin in the United States (or other location as approved by the Contracting Officer) of one privately-owned vehicle for each regular employee, personal effects of travelers and household goods of each regular employee not to exceed the limitations in effect for such shipments for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made.

(2) If a regular employee does not complete one full year at post of duty (except for reasons beyond

his/her control), the costs for transportation of vehicles, effects and goods to and from the post of duty are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs for transportation of vehicles, effects and goods to the post of duty are reimbursable hereunder but the costs for transportation of vehicles, effects and goods from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract.

(3) The cost of transporting motor vehicles and household goods shall not exceed the cost of packing, crating and transportation by surface. In the event that the carrier does not require boxing or crating of motor vehicles for shipment to the Cooperating Country, the cost of boxing or crating is not reimbursable. The transportation of a privately-owned motor vehicle for a regular employee may be authorized by the Contractor as replacement of the last such motor vehicle shipped under this contract for the employee when the Mission Director or his/her designee determines in advance and so notifies the Contractor in writing that the replacement is necessary for reasons not due to the negligence or malfeasance of the regular employee. The determination shall be made under the same rules and regulations that apply to Mission employees.

(n) Unaccompanied baggage. Unaccompanied baggage is considered to be those personal belongings needed by the traveler immediately upon arrival at destination. To permit the arrival of effects to coincide with the arrival of regular employees and dependents, consideration should be given to advance shipments of unaccompanied baggage. The Contractor will be reimbursed for costs of shipment of unaccompanied baggage (in addition to the weight allowance for household effects) not to exceed the limitations in effect for USAID direct hire employees in accordance with the Foreign Service Travel Regulations as in effect when shipment is made. This unaccompanied baggage may be shipped as air freight by the most direct route between authorized points of origin and destination regardless of the modes of travel used. This provision is applicable to home leave travel and to short-term employees when these are authorized by the terms of this contract.

(o) Storage of household effects. The cost of storage charges (including packing, crating, and drayage costs) in the U.S. of household goods of regular employees will be permitted in lieu of transportation of all or any part of such goods to the Cooperating Country under paragraph (m) above provided that the total amount of effects shipped to the Cooperating Country or stored in the U.S. shall not exceed the amount authorized for USAID direct hire employees under the Uniform Foreign Service Travel Regulations.

(p) International ocean transportation.

(1) Flag eligibility requirements for ocean carriage are covered by the "Source and Nationality Requirements" clause of this contract.

(i) Transportation of things. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Transportation Division, Office of Procurement, U.S. Agency for International Development, Washington, D.C. 20523-1419, or the Mission Director, as appropriate, giving the basis for the request.

(ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a

significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as appropriate.

(2) Transportation of foreign-made vehicles. Reimbursement of the costs of transporting a foreign-made motor vehicle will be made in accordance with the provisions of the Foreign Service Travel Regulations.

(3) Reduced rates on U.S. flag carriers. Reduced rates on United States flag carriers are in effect for shipments of household goods and personal effects of USAID contract personnel. These reduced rates are available provided the shipper states on the bill of lading that the cargo is "Personal property-not for resale-payment of freight charges is at U.S. Government (USAID) expense and any special or diplomatic discounts accorded this type cargo are applicable." The Contractor will not be reimbursed for shipments of household goods or personal effects in an amount in excess of the reduced rates available in accordance with the foregoing.

#### **I.25 752.7010 CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY (APR 1984)**

Upon arrival in the Cooperating Country, and from time to time as appropriate, the Contractor's Chief of Party shall consult with the Mission Director who shall provide, in writing, the procedure the Contractor and its employees shall follow in the conversion of United States dollars to local currency. This may include, but is not limited to, the conversion of said currency through the cognizant U.S. Disbursing Officer or Mission Controller, as appropriate.

#### **I.26 752.7011 ORIENTATION AND LANGUAGE TRAINING (APR 1984)**

(a) Regular employees shall receive a maximum of 2 weeks USAID sponsored orientation before travel overseas. The dates of orientation shall be selected by the Contractor from the orientation schedule provided by USAID.

(b) Participation in USAID sponsored orientation in no way relieves the Contractor of its responsibility for assuring that all employees, regular and short-term, are properly oriented. As an addition to or substitution for USAID's sponsored orientation for regular employees, the following types of orientation may be authorized taking into consideration specific job requirements, the employee's prior overseas experience, or unusual circumstances:

(1) Modified orientation.

(2) Language training, particularly when significant for operating capabilities.

(3) Orientation and language training for regular employee's dependents.

(4) Contractor-sponsored orientation.

(5) Orientation in all matters related to the administrative, logistical, and technical aspects of the employee's movement to, and tour of duty in, the Cooperating Country.

(c) Authorization for an additional or alternate orientation program, if any, shall be either set forth in the schedule or provided in writing by the Contracting Officer.

(d) Travel expenses not to exceed one round trip from regular employee's residence to place of orientation and return will be reimbursed, pursuant to the cost principles applicable to this contract.

Allowable salary costs during the period of orientation are also reimbursable.

**I.27 752.7013 CONTRACTOR-MISSION RELATIONSHIPS (OCT 1989)**

(a) The Contractor acknowledges that this contract is an important part of the United States Foreign Assistance Program and agrees that its operations and those of its employees in the Cooperating Country will be carried out in such a manner as to be fully commensurate with the responsibility, which this entails.

(b) The Mission Director is the chief representative of USAID in the Cooperating Country. In this capacity, he/she is responsible for the total USAID program in the cooperating country including certain administrative responsibilities set forth in this contract and for advising USAID regarding the performance of the work under the contract and its effect on the United States Foreign Assistance Program. Although the Contractor will be responsible for all professional, technical, and administrative details of the work called for by the contract, it shall be under the guidance of the Mission Director in matters relating to foreign policy. The Chief of Party shall keep the Mission Director currently informed of the progress of the work under the contract.

(c) In the event the conduct of any Contractor employee is not in accordance with the preceding paragraphs, the contractor's Chief of Party shall consult with the Mission Director and the employee involved and shall recommend to the Contractor a course of action with regard to such employee.

(d) The parties recognize the right of the U.S. Ambassador to direct the removal from a country of any U.S. citizen or the discharge from this contract of any third country national or cooperating country national when, at the discretion of the Ambassador, the interests of the United States so require. Under these circumstances termination of an employee and replacement by an acceptable substitute shall be at no cost to USAID.

(e) If it is determined that the services of such employee shall be terminated, the Contractor shall use its best efforts to cause the return of such employee to the United States or point of origin as appropriate.

(f) It is understood by the parties that the Contractor's responsibilities shall not be restrictive of academic freedom. Notwithstanding these academic freedoms, the Contractor's employees, while in the Cooperating Country, are expected to show respect for its conventions, customs, and institutions, to abide by applicable laws and regulations, and not to interfere in its internal political affairs.

**I.28 752.7014 NOTICE OF CHANGES IN TRAVEL REGULATIONS (JAN 1990)**

(a) Changes in travel, differential, and allowance regulations shall be effective on the beginning of the contractor's next pay period following the effective date of the change as published in the applicable travel regulations (the Standardized Regulations (Government Civilians, Foreign Areas), the Uniform State/USAID/USIA Foreign Service Travel Regulations, and the Federal Travel Regulations).

(b) The Standardized Regulations (Government Civilians Foreign Areas), and the Federal Travel

Regulations are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402.

(c) Information regarding the Uniform State/USAID/USIA Foreign Service Travel Regulations as referenced in the "Travel and Transportation" clause of this contract may be obtained from the Contracting Officer.

**I.29 752.7027 PERSONNEL (DEC 1990)**

(a) Clearance.

(1) Individuals Engaged or Assigned Within the United States. The contractor will obtain written notification from the Contracting Officer of Cooperating Country clearance of any employee sent outside the United States to perform duties under this contract.

(2) Individuals Engaged or Assigned When Outside the United States. No individual shall be engaged or assigned when outside the United States to perform work outside the United States under this contract unless authorized in the schedule or otherwise approved by the Contracting Officer or Mission Director. However, when services are performed in the Cooperating Country on a casual or irregular basis or in an emergency, exception to this provision can be made in accordance with instructions or regulations established by the Mission Director.

(b) Physical fitness of employees and dependents. See the clause of this contract entitled Physical Fitness.

(c) Conformity to laws and regulations of Cooperating Country. Contractor agrees to use its best efforts to assure that its employees and their dependents, while in the Cooperating Country, abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(d) Importation or sale of personal property or automobiles. To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country.

(e) Economic and Financial Activities. Other than work to be performed under this contract for which an employee or consultant is assigned by the contractor, no such employee or consultant of the contractor shall engage, directly or indirectly, either in his/her own name or in the name or through the agency of another person, in any business, profession or occupation in the Cooperating Country or other foreign countries to which he/she is assigned, nor shall he make loans or investments to or in any business, profession or occupation in the Cooperating Country or other foreign countries in which he/she is assigned. This provision does not apply to employees or consultants who are citizens or legal residents of the Cooperating Country. [The following paragraphs (f) and (g) are applicable only to cost reimbursement contracts.]

(f) Duration of Appointments.

(1) Regular employees will normally be appointed for a minimum of 2 years which period includes orientation (less language training) in the United States and authorized international travel under the contract except:

(i) An appointment may be made for less than 2 years if the contract has less than 2 years but more than 1 year to run provided that if the contract is extended the appointment shall also be extended to the full 2 years. This provision shall be reflected in the employment agreement prior to employment under this contract.

(ii) When a 2-year appointment is not required, appointment may be made for less than 2 years but in no event less than 1 year.

(iii) When the normal tour of duty established for USAID personnel at a particular post is less than 2 years, then a normal appointment under this contract may be of the same duration.

(iv) When the contractor is unable to make appointments of regular employees for a full 2 years, the contractor may make appointments of less than 2 but not less than 1 year, provided that such appointment is approved by the Contracting Officer.

(2) Services required for less than 1 year will be considered short-term appointments and the employee will be considered a short-term employee.

(g) ) Employment of Dependents. If any person who is employed for services in the Cooperating Country under this contract is either (1) a dependent of an employee of the U.S. Government working in the Cooperating Country, or (2) a dependent of a contractor employee working under a contract with the U.S. Government in the Cooperating Country, such person shall continue to hold the status of a dependent. He or she shall be entitled to salary for the time services are actually performed in the Cooperating Country, and differential and allowances as established by the Standardized Regulations (Government Civilians, Foreign Areas).

### **I.30 752.7028 DIFFERENTIAL AND ALLOWANCES (JUL 1996)**

(This clause does not apply to TCN and CCN employees. TCN and CCN employees are not eligible for differentials and allowances, unless specifically authorized by the cognizant Assistant Administrator or Mission Director. A copy of such authorization shall be retained 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.)

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to USAID direct-hire employees, post differential not to exceed the percentage of salary as is provided such USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900, as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. (See Standardized Regulation 510)

When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary quarters subsistence allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary quarters subsistence allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid USAID employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Mission Director. (See Standardized Regulation 130) Subject to the written approval of the Mission Director, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Mission Director shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of

(i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and

(ii) 90 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Mission Director. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in

Washington, D.C. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid USAID employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended. (See Standardized Regulation 220)

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended. (See Standardized Regulation 230)

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended. (See Standardized Regulation 270)

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. (See Standardized Regulation 280) Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to USAID employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended. (See Standardized Regulation 260)

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Mission Director the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended. (See Standardized Regulation 600)

(j) ) Danger pay allowance.

(1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid USAID employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended. (See Standardized Regulation 650)

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

### **I.31 752.7029 POST PRIVILEGES (JUL 1993)**

(a) Routine health room services may be available, subject to post policy, to U.S. citizen contractors and their authorized dependents (regardless of citizenship) at the post of duty. These services do not include hospitalization, or pre-departure or end of tour medical examinations. The services normally include such medications as may be available, immunizations and preventive health measures, diagnostic examinations and advice, and home visits as medically indicated. Emergency medical treatment is provided to U.S. citizen employees and dependents, whether or not they may have been granted access to routine health room services, on the same basis as it would be to any U.S. citizen in an emergency medical situation in the country.

(b) Privileges such as the use of APO, PX's, commissaries, and officer's clubs are established at posts abroad pursuant to agreements between the U.S. and Cooperating Governments. These facilities are intended for and usually limited to members of the official U.S. establishment including the Embassy, USAID Mission, U.S. Information Service, and the Military. Normally, the agreements do not permit these facilities to be made available to nonofficial Americans.

### **I.32 752.7033 PHYSICAL FITNESS (JUL 1997)**

(The requirements of this provision do not apply to employees hired in the Cooperating Country or to authorized dependents who were already in the Cooperating Country when their sponsoring employee was hired.)

(a) Assignments of less than 60 days in the Cooperating Country. The contractor shall require employees being assigned to the Cooperating Country for less than 60 days to be examined by a licensed doctor of medicine. The contractor shall require the doctor to provide to the contractor a written statement that in his/her medical opinion, the employee is physically qualified to engage in the type of activity for which he/she is employed and the employee is physically able to reside in the country to which he/she is assigned. Under a cost reimbursement contract, if the contractor has no such written statement of medical opinion on file prior to the departure for the Cooperating Country of any employee and such employee is unable to perform the type of activity for which he is employed or cannot complete his/her tour of duty because of any physical disability (other than physical disability arising from an accident while employed under this contract), the contractor shall

be responsible for returning the disabled employee to his/her point of hire and providing a replacement at no additional cost to the Government. In addition, in the case of a cost reimbursement contract, the contractor shall not be entitled to reimbursement for any additional costs attributable to delays or other circumstances caused by the employee's inability to complete his/her tour of duty.

(b) Assignments of 60 days or more in the Cooperating Country.

(1) The Contracting Officer shall provide the contractor with a reproducible copy of the "USAID Contractor Employee Physical Examination Form".\*\* This form is for collection of information; it has been reviewed and approved by OMB. Information required by the Paperwork Reduction Act for reporting the burden estimate, the points of contact regarding burden estimate, and the OMB approval expiration date (see 701.105(a)), are printed on the form. The contractor shall reproduce the form as required, and provide a copy to each employee and authorized dependent proposed for assignments of 60 days or more in the Cooperating Country. The contractor shall have the employee and all authorized dependents obtain a physical examination from a licensed physician, who will complete the form for each individual. The employee will deliver the physical examination form(s) to the embassy health unit in the Cooperating Country.

\*\* The USAID Contractor Employee Physical Examination Form appears at the end of the AIDAR as an attachment. It is not part of the AIDAR. It appears as an attachment only for the reader's convenience.

(2) (The following information is provided for two purposes: to assist fixed price Offerors to develop their price proposal, and to provide cost reimbursement contractors with guidance in determining reasonable and allowable costs.) As a contribution to the cost of medical examinations, USAID shall reimburse the contractor for the physical examination authorized in paragraph (a) of this section in an amount not to exceed \$100 for the physical examination, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy. For physical examinations authorized in paragraph (b)(1) above, the USAID contribution to the cost of the examination shall be as follows:

(i) For the employee and authorized dependents 12 years of age and over, one half of the cost of each examination up to a maximum USAID share of \$300 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.

(ii) For authorized dependents under 12 years of age, one half of the cost of each examination up to a maximum USAID share of \$120 per individual, plus reimbursement of charges for immunizations to the extent not covered by the contractor's health insurance policy.

(iii) The contractor must obtain the prior written approval of the Contracting Officer to receive any USAID contributions higher than these limits.

### **I.33 752.7035 PUBLIC NOTICES (DEC 1991)**

It is USAID's policy to inform the public as fully as possible of its programs and activities. The contractor is encouraged to give public notice of the receipt of this contract and, from time to time, to

announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows: "The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide." The contractor may call on USAID's Office of Legislative and Public Affairs (LPA) for advice regarding public Notices. The contractor is requested to provide copies of notices or announcements to the cognizant technical officer and to USAID's Office of Legislative and Public Affairs (LPA) as far in advance of release as possible.

(See also Interim Update Dataset, Major Functional Series 300, Interim Update #2)

**I.34 752.7018 HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES (JAN 1999)**

(a) In accordance with the requirements of USAID Automated Directive System (ADS) 253.5.6b, the Contractor shall enroll all non-U.S. trainees (hereinafter referred to as "participants"), whose training in the U.S. is financed by USAID under this contract, in USAID's Health and Accident Coverage (HAC) program. Sponsored trainees enrolled in third-country or in-country training events are not eligible for USAID's HAC program, but the Contractor may obtain alternative local medical and accident insurance at contract expense, provided the cost is consistent with the cost principles in FAR 31.2

(b) When enrollment in the HAC program is required per paragraph (a) of this clause, the Contractor must enroll each participant in the HAC program through one of two designated contractors prior to the initiation of travel by the participant. USAID has developed an Agency-wide database training management system, the Training Results and Information Network ("TraiNet"), which is the preferred system for managing USAID's participant training program, including enrollment in the HAC program. However, until such time as the USAID sponsoring unit (as defined in ADS 253) has given the Contractor access to USAID's "TraiNet" software for trainee tracking and HAC enrollment, the Contractor must fill out and mail the Participant Data Form (PDF) (Form USAID 1381-4) to USAID. The Contractor can obtain information regarding each HAC program contractor, including contact information, and a supply of the PDF forms and instructions for completing and submitting them, by contacting the data base contractor serving the Global Center for Human Capacity Development (G/HCD).

(c) The Contractor must ensure that HAC enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by USAID, and that enrollment continues in full force and effect until the participant returns to his/her country of origin, or is released from USAID's responsibility, whichever is the sooner.

(1) The HAC insurance provider, not the Contractor, shall be responsible for paying all reasonable and necessary medical reimbursement charges not otherwise covered by student health service or other insurance programs, subject to the availability of funds for such purposes, in accordance with the standards of coverage established by USAID under its HAC program and by the HAC providers' contracts.

(2) After HAC enrollment, upon receipt of HAC services invoice from the selected HAC provider, the Contractor shall submit payment directly to the HAC provider.

(3) The Contractor is responsible for ensuring that participants and any stakeholders (as defined in ADS 253) are advised that USAID is not responsible for any medical claims in excess of the coverages provided by the HAC program, or for medical claims not eligible for coverage under the HAC program, or not otherwise covered in this section.

(d) The Contractor, to the extent that it is an educational institution with a mandatory student health service program, shall also enroll participants in that institution's student health service program. Medical costs which are covered under the institution's student health service shall not be eligible for payment under USAID's HAC program.

(e) If the Contractor has a mandatory, non-waivable health and accident insurance program for students, the costs of such insurance will be allowable under this contract. Any claims eligible under such insurance will not be payable under USAID's HAC plan or under this contract. Even though the participant is covered by the Contractor's mandatory, non-waivable health and accident insurance program, the participant MUST be enrolled in USAID's more comprehensive HAC program.

(f) Medical conditions pre-existing to the participant's sponsorship for training by USAID, discovered during the required pre-departure medical examination, are grounds for ineligibility for sponsorship unless specifically waived by the sponsoring unit, and covered through a separate insurance policy maintained by the participant or his employer, or a letter of guarantee from the participant or the employer (which thereby assumes liability for any related charges that might materialize. (See ADS 253).

### **I.35 752.7019 PARTICIPANT TRAINING (JAN 1999)**

(a) Definitions.

(1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.

(b) Applicable regulations. Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200>

(c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5. Note: Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iie.org/fulbright/posts/restrict>. U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training (website: <http://policyworks.gov>).

**I.36 752.7023 REQUIRED VISA FORM FOR USAID PARTICIPANTS (APR 1984)**

The Contractor shall insure that any foreign student brought to the United States for training under this contract uses visa form IAP 66A "Certificate for Exchange Visitor (J-1) Status".

**I.37 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)**

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

“Coercion” means —

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

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

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

“Forced Labor” means knowingly providing or obtaining the labor or services of a person —

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

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

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means —

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not –

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall –

- (1) Notify its employees of –
  - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
  - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of –

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance; (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State’s Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/g/tip>.

[END OF SECTION I]

PART III- LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

**SECTION J: LIST OF ATTACHMENTS**

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- J.1: USAID INFORMATION FORM
- J.2: REGISTRATION AND TAX EXEMPTIONS IN AFGHANISTAN
- J.3: INITIAL ENVIRONMENTAL EXAMINATION (IEE)
- J.4: SUB-NATIONAL GOVERNANCE POLICY-SNGP
- J.5: SNGP-IMPLEMENTATION-FRAMEWORK DRAFT 1.3
- J.6: SNG GENDER ANALYSIS PUBLIC VERSION

USEFUL LINKS:

1. U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT: [HTTP://WWW.USAID.GOV](http://www.usaid.gov)
2. USAID AUTOMATED DIRECTIVES SYSTEM (ADS):  
<http://www.usaid.gov/who-we-are/agency-policy>.
3. SF-1034 FORM (VOUCHER FOR PUBLIC SERVICES OTHER THAN PERSONAL):  
<http://www.gsa.gov/portal/forms/download/115462>

[END OF SECTION J]