

AWARD/CONTRACT 1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 150) RATING PAGE OF PAGES 1 73

2 CONTRACT NO. (Proc. Inv. Items) 3 EFFECTIVE DATE 4 REQUISITION/PURCHASE REQUEST/PROJECT NO.
 306-C-00-11-00514-00 See Block 200 306-MAARD-1-195-01

5 ISSUED BY CODE 6 ADMINISTERED BY (If other than Item 5) CODE
 US Agency for International Development US Agency for International Development
 USAID/Afghanistan USAID/Afghanistan
 Office of Acquisition and Assistance Office of Acquisition & Assistance
 Great Massoud Road Great Massoud Road
 Kabul, Afghanistan Kabul, Afghanistan

7 NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) 8 DELIVERY

Tetra Tech ARD.
 159 Bank Street
 Suite 300
 Burlington, Vermont 05401
 DUNS No. 004035127
 TIN No. 03-0265647

PHOENIX OBLIGATION
 Amount: \$4,000,000.00
 JAN 2 2011
 Requested By: [Signature] On [Date]
 Reviewed By: [Signature] On [Date]
 Submitted By: [Signature] On [Date]

9 DISCOUNT FOR PROMPT PAYMENT
 FOB ORIGIN OTHER (See below)

10 SUBMIT INVOICES ITEM
 (4 copies unless otherwise specified)
 TO THE ADDRESS SHOWN IN

11 SHIP TO-MARK FOR CODE 12 PAYMENT WILL BE MADE BY CODE
 SEE SECTION F Office of Financial Management
 USAID/Afghanistan
 Office of Financial Management
 2180 Kabul Place
 Dallas VA 2018-6180

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 14 ACCOUNTING AND APPROPRIATION DATA
 10 USC 2804(h) 41 USC 253(c)(1) SEE SECTION G

15A ITEM NO.	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Land Reform in Afghanistan (LARA)				

15G TOTAL AMOUNT OF CONTRACT \$54,563,760

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 CONTRACTOR IS REQUIRED TO SIGN THIS AWARD
 (Contractor is required to sign this AWARD document and return one copies to issuing office.)
 Contractor agrees to furnish and deliver all items of perform. all the services set forth in full above in hereby accepted as to the terms 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 offer, and (b) this award/contract. No further contractual document is necessary.

18 AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 306-1-0002 including the addendum or changes made by you which additions or changes are set forth in full above is hereby accepted as to the terms 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A NAME AND TITLE OF SIGNER (Type or print)
 19B NAME OF CONTRACTOR
 19C DATE SIGNED
 19D UNITED STATES OF AMERICA
 19E SIGNATURE OF CONTRACTING OFFICER
 19F DATE SIGNED

2. CONTRACT NO. (Proc Inst Ident) 306-C-00-11-00514 -00 3. EFFECTIVE DATE See Block 200 4. REQUISITION/PURCHASE REQUEST/PROJECT NO 306-MAARD-10195-01

5. ISSUED BY CODE US Agency for International Development USAID/Afghanistan Office of Acquisition and Assistance Great Massoud Road Kabul, Afghanistan 6. ADMINISTERED BY (if other than item 5) CODE US Agency for International Development USAID/Afghanistan Office of Acquisition & Assistance Great Massoud Road Kabul, Afghanistan

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FOB ORIGIN OTHER (See below)

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10. SUBMIT INVOICES ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN

11. SHIP TO/MARK FOR CODE 12. PAYMENT WILL BE MADE BY CODE

SEE SECTION F

Office of Financial Management
 USAID/Afghanistan
 Office of Financial Management
 6180 Kabul Place
 Dulles VA 20186-6180

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION 10 U.S.C. 2304(c) 41 U.S.C. 253(c) 14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G

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17. Contractor is required to sign this AWARD document and return one 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. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number 306-1-0032 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 offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) 19B. NAME OF CONTRACTOR BY (Signature of person authorized to sign) 19C. DATE SIGNED 20A. NAME OF CONTRACTING OFFICER Roy Plucknett Supervisory Contracting Officer 20B. UNITED STATES OF AMERICA (Signature of Contracting Officer) 20C. DATE SIGNED

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SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract activity, Land Reform in Afghanistan (LARA), is to develop a robust set of policies and laws to provide a framework for Afghanistan's land market. This framework will support investment and productivity growth, resolve or mitigate land-based conflict, and build confidence in the government's legitimacy, thereby enhancing overall stability in Afghan society. The purpose of this contract is further defined in Section C, Statement of Work.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) term contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F.

B.3 CONTRACT BUDGET

Part I – The Schedule

LOE - LARA

CATEGORY	BASE PERIOD
Long Term Expatriates	
Short Term Home Office	
Short Term Expats	
Long Term CCN Professionals	
Long Term CCN Support Staff	
Short Term CCN	
TOTAL	

CATEGORY	OPTION PERIOD
Long Term Expatriates	
Short Term Home Office	
Short Term Expats	
Long Term CCN Professionals	
Long Term CCN Support Staff	
Short Term CCN	
TOTAL	
GRAND TOTAL BASE+OPTION PERIODS	

B.4 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

Part I – The Schedule

- (1) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform with the lower rates.
- (2) ~~..... shall not change any monetary ceiling, obligation, or specific cost allowance or~~ disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

B.6 CEILING INDIRECT COSTS

B.7 FIXED FEE

Payment of fee shall be made in proportion to the LOE satisfactorily delivered. In the event the Contractor has not expended the total level of effort at the expiration of the contract period or whose performance has not been determined as satisfactory, the amount of fee owed to the Contractor will correspond to the percentage of total level of effort expended during the contract period of performance and deemed satisfactory per the standards mutually agreed upon in the Workplan. For example, if the Contractor has expended 85% of the total level of effort and successfully met performance standards, then the Contractor is entitled to 85% of the fixed fee amount, provided that the performance has been satisfactory.

B.8 COSTS REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR clause 52.216-7, Allowable Cost and Payment, and AIDAR clause 752.7003, Documentation for Payment.

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

The objectives of LARA are (1) to strengthen and support the GIROA institutions dealing with land, principally the Afghan Land Authority (ALA), by providing necessary technical assistance so they can more effectively meet their objectives with respect to land management and planning; and (2) to create Afghan capacity to successfully design, manage and implement needed land reform.

The initial eighteen-month period of LARA implementation will have two activities. The first activity will provide technical assistance to the Afghan Land Authority (ALA),¹ a new body created within the Ministry of Agriculture, Irrigation and Livestock (MAIL). ALA's mandate is to inventory, classify, value, lease and manage Afghan's state-owned lands, in order to generate additional revenue for the Afghan government. The Minister of MAIL has specifically requested technical assistance over an extended period to assist the Afghan staff of ALA in carrying out their duties. It is expected this technical assistance will span a three-year period, although the level of assistance will be reduced gradually over the eighteen-month option period. Support to other ministries or agencies of the Afghan government will be provided upon request and as set forth herein.

The second activity will be to develop the capacity of at least one Afghan firm or non-governmental organization (NGO) in the area of land law, management, leasing, valuation, surveying and classification. Bidders may choose to develop one or more than one entity, at their discretion. The entity may be an existing firm or NGO, or it may be an entirely new organization. For simplicity's sake, the term "Afghan entity" will be used to refer to the entity or entities to be developed. The support to the Afghan entity shall be provided through an eighteen-month sub-contract running co-terminously with the initial period described in the preceding paragraph. The value of this sub-contract is approximately one-half of the total value of this procurement.² In addition to providing training and mentoring, the contractor shall work with the Afghan entity in up to five cities throughout Afghanistan to upgrade informal settlements. The contractor and the Afghan entity will also work in selected rural areas of Afghanistan to provide targeted resources to aid the resolution of land disputes. By the end of the initial eighteen-month period of this project the Afghan entity must be able to provide such services independently. While the Afghan entity may retain expatriate staff to assist it in providing some of those services, the entity should be capable of managing the contract, and performing the majority of the work required, without international assistance. The Afghan entity must have the managerial, financial, procurement and reporting systems in place to enable it to contract with USAID and implement USAID projects in Afghanistan.

In the eighteen-month option period, the contractor will continue to provide technical assistance to the Afghan Land Authority, albeit on a reduced basis, with fewer staff and generally on a temporary duty (TDY) basis. The contractor may also provide limited technical assistance to other GIROA entities on an as-requested basis. The contractor must also provide short-term technical assistance to the Afghan entity on an as-needed basis.

This activity's results and sub-results will support USAID's Strategic Objective (SO) 05 "A Thriving Licit Economy Led by the Private Sector."

¹ ALA has recently instituted a branding campaign in which it is called "Arazi."

² This procurement includes the full thirty-six months of technical assistance from the contractor, plus the sub-contract to the Afghan entity. The sub-contract to the Afghan entity shall include the Afghan entity's personnel costs; all office space (an office in Kabul plus the regional offices described below), furnishings and equipment; informal settlement upgrading and formalization; land dispute resolution and other activities described in this Section C. The costs to provide the technical assistance to the Afghan entity are not part of the sub-contract, but shall be included in the contractor's budget for the initial eighteen-month period.

Statement of Work

There are two activities under the LARA project. One is to strengthen and support the Afghan Land Authority by providing requested technical assistance so it can more effectively meet its objectives to better manage Afghan government-owned property³. The second activity shall build the capacity of at least one Afghan entity (firm or non-governmental organization [NGO]) so that the entity can independently and successfully execute future land reform programs.

In pursuit of the above-mentioned objective, the first LARA activity (base period activity) is organized as follows:

1. LARA will provide technical assistance to help ALA identify, manage, lease and derive revenue from Afghan government lands, and will support the other activities of ALA through targeted technical assistance.⁴
2. LARA will assist the Afghan entity in order to build their capacity to provide land-related services to the Afghan private and public sectors. Substantive areas in which capacity-building efforts may be provided include, but need not be limited to, geographic information systems; cadastral surveying; land records administration; land valuation; taxation of real estate; computer systems design, implementation and management; land law; land policy; urban planning; land dispute resolution; informal settlement upgrading; financial management; donor financial management requirements and training in donor procurement rules and procedures.
3. In addition to capacity-building, the LARA contractor will provide funding, through a sub-contract or other vehicle, to secure, furnish and equip up to five regional offices from which the Afghan entity will, jointly with the contractor, engage in informal settlement upgrading, rural land dispute resolution and related capacity-building activities with national, provincial and local government officials.
4. At the conclusion of this eighteen-month project, the Afghan entity must be prepared technically and in terms of financial management and procurement to continue its work in informal settlement upgrading, land dispute resolution and other land reform activities, whether funded by the private sector, Afghan government agencies or the donor community. Any legal documents required to insure the Afghan entity has full ownership or lease rights (as appropriate) to the facilities in its five offices shall be executed prior to the completion of this project.⁵

The following comments apply generally to the LARA project:

A. Management Objectives

The LARA project has two management objectives which the implementer must take into consideration within all activities, in all areas and at all levels of the project.

³ Assistance may also be provided to other GIRoA ministries or agencies, but the focus of assistance will be ALA.

⁴ USAID is currently working with MAIL to establish a grants management unit that would be certified to receive funds directly from USAID. These funds could be used by MAIL to support the ALA. Such support would be outside the LARA project.

⁵ Formal transfer of title to any material provided to ALA or other GIRoA offices must also take place prior to the end of the eighteen-month period.

- Management Objective 1: "*Afghanization*⁶:" An overarching theme of LARA is to catalyze a permanent land market that is driven by the Afghan private sector, at both national and sub-national levels. LARA will achieve this result by working with and through the ALA directly, and by working with the Afghan entity and other Afghan government agencies in the cities and districts in which LARA activities will be conducted. By engaging this diverse group of counterparts, LARA will give room for a variety of voices and opinions, have Afghans move strategies from aspiration to implementation, and will develop a critical mass of public and private employees in Afghanistan who can draft laws and regulations, implement policies, and provide a broad range of land-related services such as surveying, mapping, real estate appraisal, and construction. To the maximum extent feasible, supplies and equipment for LARA will be procured locally to support the Afghan economy.
- Management Objective 2: *Conflict Mitigation*: Substantial land-related conflict in Afghanistan, much of it concerning government-owned lands, has a destabilizing influence on the country. Assurance of property rights, particularly secure land tenure, is therefore fundamental to achieving stabilization objectives. More secure land tenure gives citizens a stake in the economy, a basis for investment, and an incentive to seek peace and stability through political reconciliation. However, land reform can also inadvertently reinforce pre-existing inequalities and fuel conflict, particularly if it excludes certain groups. Proposals should demonstrate sensitivity to this context and show how land reform may build peace rather than allowing land reform to become a source of tension. This includes demonstrating how land reforms will be implemented in a flexible manner so tactics may be changed as circumstances require. This flexibility and sensitivity to local conditions will build confidence in the government's legitimacy, thus removing the environment in which the insurgency breeds.

B. Design Issues, Assumptions and Risks

The following aspects will need to be carefully considered and managed to ensure LARA's success:

- *Political Will*. There is significant momentum in the Afghan government for meaningful land reform. The participation of several ministries on the board of the ALA shows broad support for land reform. At the same time, many individuals have a vested interest in the present system and the support shown for creation of the ALA and associated land reform may not be present in all sections of the country and among all segments of the population. LARA advisors must be aware of the non-uniform nature of support for land reform and be prepared to address any resistance in the areas in which they work. There may also be resistance to certain substantive reforms, such as expansion of women's rights, based on culture, religion or tradition. LARA advisors must show respect for the existing culture while simultaneously advocating and generating support for meaningful reforms.
- *Afghanistan Land Authority*. With non-USAID donor support, the ALA has been created and has successfully completed its first year of operation. USAID will further support the implementation and operations of the ALA through technical assistance from LARA and may also provide grants outside of LARA through a to-be-established USG-certified Grants Management Unit, assuming the proper financial assurances are certified. The Contractor must be sensitive to the

⁶ As used herein, "Afghanization" has two meanings. One, with respect to this project, means the Contractor will partner with a local Afghan firm, assign staff from that firm to meaningful management and technical positions, and mentor those persons so that, over time, they gain the capacity to manage a project such as LARA without expatriate supervision. The second meaning of "Afghanization" is to work with Afghan counterparts to develop their capacities in their various roles, whether in the government or private sectors, so they can function effectively in the modernizing Afghan economy. This implies imparting skills and knowledge by both formal training programs and informally through meaningful interaction, on project activities and in social or informal settings.

bureaucratic challenges caused by the creation of a new agency and negotiate the political landscape carefully.

- *Government-Owned Lands.* The Land Management Law disregards all private ownership claims that are not backed by registered deeds. Because many lands are held under “customary” deeds or agreements that are not registered, the law may permit the taking of privately-owned land or land held in customary tenure without compensation.⁷ While lack of private property rights in rural Afghanistan poses a major constraint to economic growth, forcing farmers to adopt short-term survival strategies that lead to food insecurity and resource degradation, the LARA project does not seek to privatize this land because in so doing, it could inadvertently fuel additional conflict, increase instability and reduce what little tenure security currently exists for the rural population. Instead, LARA will support other medium-term, market-based reforms to generate employment and spur investment, such as long-term leasing of uncontested government-owned lands.
- *Participatory Legal Reforms.* One of the principal assumptions of the National Land Policy is the need to reform existing laws. Legal reform was originally intended to be a key component of the LARA project. However, the ALA has already begun drafting amendments to existing legislation and will have that legislation presented to the National Assembly. Notwithstanding this ALA initiative, USAID believes the proposed BizCLIR and CLIR diagnostics are necessary to ensure the legislation will create the appropriate business environment for real estate. Furthermore, legislative reform has been consistently shown to have little impact when pursued rapidly or without proper stakeholder participation. Effective lawmaking must build consensus and legitimacy within the process, which takes time. The Contractor shall be prepared to advise ALA on the need for public participation with respect to real estate law reform, and to provide any necessary technical assistance to insure proper and adequate public input is received.
- *Viable Enforcement Mechanisms.* Many of the policy and legislative reforms foreseen under the National Land Policy, as pursued through LARA, are ultimately dependent upon viable enforcement mechanisms such as courts, administrative tribunals or even customary dispute resolution methods. Part of LARA will work should be to improve recognition and execution of existing community-based dispute resolution mechanisms. In December 2009, the Supreme Court openly stated its intentions to formalize land-related decisions made through traditional justice systems. Working with the ALA and the Afghan entity, LARA should design ways to enable courts to adopt these decisions, thereby increasing the formal justice system’s reach into rural areas throughout the country.
- *Vested Interests in Illegally-seized Land.* A major concern of the National Land Policy is how to deal with the legacy of illegal land grabbing over the past 25 years. In response to the NLP and the importance of this issue to both governance and economic growth, President Karzai has recently appointed a commission, entitled the Independent Board for the Restitution of Illegally-Occupied Properties, to investigate land grabbing. This commission’s secretariat has by action of the Afghan Council of Ministers been made a part of the ALA, and its board will be the same as the ALA board. LARA shall be prepared to assist in anti-land usurpation efforts, on an as-requested basis, through the technical assistance it provides to the ALA.
- *Corruption.* Recent USAID reports continue to confirm that corruption is perceived to be widespread throughout Afghanistan. On a global basis, government agencies handling property

⁷ Anecdotal evidence suggests the Afghan government may claim as much as 90 percent of Afghan land, mostly in rural areas.

rights (including titles, transfers, and building permits) are highly susceptible to rent-seeking practices. The success of LARA is greatly dependent on the ability of the project to build new and to reform existing land-related government offices to reduce and avoid corrupt practices. Work with the commission on land grabbing, described in the preceding paragraph, shall be coordinated with any land-related anti-corruption activities.

C. Interventions

The LARA project seeks two types of interventions. One type of intervention is measurable impacts in the improvement of land relations (defined broadly) in Afghanistan. Examples of this kind of intervention are the upgrading of informal settlements and support for land dispute resolution. The second intervention is long-term in nature and has two parts. One part is the improvement to the legal and institutional framework that will come through the BizCLIR and CLIR analyses the contractor is to conduct with the ALA, as well as through the other technical assistance provided to the ALA. The second part of the long-term intervention is the training and capacity-building that will take place with both the ALA and the Afghan entity with which the contractor works. This intervention will improve the skills of land professionals in both the private and public sectors of Afghanistan. It is anticipated these trained professionals will mentor entry-level real estate professionals as they enter the workforce. The capacity-building efforts of LARA will thus have a long-term impact on the real estate sector in Afghanistan.

D. Regional Strategies

The LARA project will be implanted in the capital of Afghanistan, Kabul, as well as in up to five other cities throughout Afghanistan, depending on the priorities of the USG and the need to address challenges in specific parts of the country. Capacity-building within the ALA will take place in Kabul. After a brief period of training of the staff of the Afghan entity, regional offices must be established in various cities throughout Afghanistan, probably starting in Kandahar. The regional offices need not be established at the same time; a phased approach is likely the better way to approach establishing the regional offices. The project should plan, however, to have up to five regional offices throughout Afghanistan by the end of the eighteen months of the contract, with project activities such as informal settlement upgrading taking place in those cities.

As part of the regional strategy, the contractor and the Afghan entity should work with regional platforms, provincial reconstruction teams and district development teams, as needed, especially with reference to land dispute resolution. The Afghan entity must learn how to work with military counterparts, especially with respect to identifying critical areas for land dispute resolution.

LARA ACTIVITIES – DETAILED DESCRIPTION

Activity1: EIGHTEEN-MONTH BASE PERIOD

Purpose: (1) To assist the Afghanistan Land Authority in implementing its mission to identify and market Afghan government lands to develop the economy and generate revenue for GIRoA, to improve the policy and legal framework for land and other real property in Afghanistan and to provide other technical assistance, as needed, to ALA and other GIRoA entities. (2) To develop the capacity of the Afghan entity to undertake a wide range of real estate-related activities, including executing donor-funded real estate reform projects.

OUTPUT 1.1: BIZCLIR REAL ESTATE REGISTRATION DIAGNOSTIC AND THE CLIR REAL PROPERTY LEGAL FRAMEWORK DIAGNOSTIC TO EVALUATE EXISTING AND PROPOSED LEGAL AND INSTITUTIONAL FRAMEWORK FOR REAL ESTATE; DRAFT CHANGES TO REAL ESTATE LEGISLATION (AS NEEDED FOLLOWING THE TWO DIAGNOSTICS)

As noted above, following the completion of the LTERA project MAIL launched the ALA. As part of its start-up activities, ALA commissioned international consultants to perform a number of studies. As part of those studies, the ALA consultants reviewed the legal framework for real estate and have made recommendations for amending legislation.⁸ USAID believes, however, it would be valuable to have an independent review of both the existing legislation and the proposed amendments. The reason for doing so is to verify the existing and proposed laws are in harmony with work previously done by USAID and other donors on the Afghan business enabling environment. USAID wishes to insure Afghanistan's real estate laws are in harmony with international best practice in legal reform to support the business environment.

In 2007, USAID commissioned an analysis of the commercial law framework in Afghanistan using the Commercial Legal Framework (CLIR) diagnostic tool. The diagnostic tool covers sixteen topics that affect the creation, operation and sustainability of businesses in Afghanistan. One of those sixteen areas is real estate law. The results of that study are available⁹ and will be used to compare the changes in the legal framework for real estate between 2007 and 2011 when the LARA project completes the CLIR survey. In addition, the consultant shall execute the BizCLIR diagnostic tool for real estate registration. Together, these two surveys should give a detailed picture of the state of real estate law and real estate registration in Afghanistan, and will lay the foundation for recommendations for legal and institutional changes with respect to land and real estate law. These two surveys are mandatory.

Once the BizCLIR and CLIR surveys are complete and have been analyzed, the Consultant can then engage with counterparts in ALA to show where additional legislative changes may be required. Following those discussions, the Consultant shall prepare an analysis showing the legislative and regulatory changes required to bring Afghanistan's real estate law into compliance with international best practice for such legislation.

The Contractor shall then draft the required amendments in conjunction with ALA counterparts. Throughout the drafting process the Contractor shall maintain effective coordination between policymakers and the legislative drafting team. The drafting team shall also consider the need for regulations and as necessary will also draft regulations needed for proper implementation of legislation at the same time as the legislation is prepared. If institutional reform is needed in addition to the new laws and regulations, the Consultant shall work with ALA to design those institutions and develop the necessary laws for their implementation. Each new or amended law, therefore, shall be approached systemically as a package of legislation, regulations, and institutions. If executed properly, the process of legislative and regulatory development will help build the consensus needed for implementation. Piecemeal approaches will not be acceptable. Any and all laws and regulations as may be required to establish secure tenure rights and a vibrant real property market shall be included in this package of legislation and regulations.

The Contractor shall verify that any laws or regulations it prepares increase governmental integrity and reduce opportunities for corruption. This includes the use of participatory policymaking to engage community organizations in the development of local policies and regulations and thereby increase trust between citizens and local government. This shall also be

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⁹ <http://www.bizclir.com/galleries/country-assessments/Afghanistan.pdf>

complimented by public educational materials that are designed to encourage greater transparency and public service orientation, and decrease resignation to corrupt practices.

1.1.a Required Activity

The Contractor, in concert with ALA counterparts, shall execute the BizCLIR and CLIR diagnostic tools for real estate law and registration in such a manner as to give a reasonable understanding of the current state of Afghan real estate laws, titling procedures and institutions. The analysis shall include an evaluation, in the context of the CLIR survey, of the real estate-related legislation prepared by ALA in the first half of 2010.

1.1.b Required Outputs :

- Completed BizCLIR and CLIR surveys for real estate.
- An analysis of the results of the BizCLIR and CLIR surveys, together with recommendations for legal, regulatory, institutional and procedural change.

1.1.c Illustrative Activities

The Contractor, in concert with ALA counterparts, will:

- Based on the CLIR analysis and the recommendations prepared pursuant thereto, draft the required legislation, amendments to legislation and regulations.
- As necessary, identify, define and help the ALA implement necessary institutional reform to complement the legal and regulatory reform.
- Conduct one or more training events, as needed, for public and private sector counterparts who will be involved in drafting legislation and regulations. The training should be based on, or at least consistent with, the approach of the International Consortium for Law and Development (ICLAD).¹⁰
- For any legislative or regulatory enactment, develop appropriate educational materials needed to ensure proper training of relevant stakeholders on an immediate and ongoing basis. As needed, support and train trainers or educators to ensure appropriate implementation and use of educational materials.
- Support, as needed, other Afghan programs related to land reform, such as registration of mortgages and liens.

1.1.d Illustrative Outputs

- Draft laws and regulations.
- Technical assistance as needed to define and implement needed institutional reform.
- Relevant educational and training materials prepared in accordance with the standards of, or provided by, ICLAD. Regarding laws, indicators shall be proposed by the Contractor and developed in cooperation with USAID/Afghanistan. It should be noted that enactment of laws and adoption of regulations is a political act outside of the Contractor's manageable interest. Consequently, "number of laws passed," or similar indicators which tend to distort timing and focus, will not be used. While it is hoped that many laws and regulations will be adopted during the timeframe of the project, the consensus-building process should result in submission of various acts that have a high likelihood of enactment. Indicators shall therefore focus on process and acceptance measures.

¹⁰ www.iclad-law.org

OUTPUT 1.2: EVALUATE/REVISE INHERITANCE LAWS TO SUPPORT WOMEN'S ACCESS TO LAND

In Afghanistan, men by custom have the obligation to provide for their families; women do not share this obligation. This male obligation to provide for the family affects inheritance laws. Free from the obligation of family support, women do not receive any inheritance from their fathers or husbands, unless the deceased had no sons or brothers. While this customary practice insured that males would obtain land so they could support their families, as Afghan society becomes more urbanized and less tied to the land, women, especially urban women, are marginalized and left without assets because of this practice. Civil law provisions to the contrary are generally not followed, leaving women the expensive, and generally futile, option to seek a remedy in court.

If support can be found either in MAIL or the ALA, the Consultant should study the issue of inheritance to determine if it would be possible to amend the inheritance laws to give women greater access to land upon the deaths of their fathers, husbands or sons. Given the lack of enforcement of the existing inheritance provisions of the Civil Code, meaningful reform may not be possible. However, if support can be found for some amendment to the law, it should be pursued.

1.2.a Illustrative Activities

- Examine the Civil Code to identify all provisions dealing with inheritance by women; summarize them and indicate possible areas of reform.
- Meet with Afghan women's groups and other organizations as needed/appropriate to obtain an Afghan perspective on this issue.
- Draft amendments to the Civil Code reforming women's inheritance laws, informed by the first two activities.

1.2.b Illustrative Outputs

- A written evaluation of Afghan inheritance laws pertaining to women.
- Summaries of input from women's groups and other organizations on this issue.
- Draft amendments to the Civil Code giving women greater rights of inheritance.

OUTPUT 1.3: PROVIDE TECHNICAL ASSISTANCE TO ALA ON MATTERS RELATING TO ITS ORGANIZATION AND OPERATION. SUCH ASSISTANCE COULD INCLUDE ADVICE ON THE ORGANIZATION OF ALA; SUPPORT FOR INVENTORYING, RECORDING AND CLASSIFYING STATE-OWNED LAND; DEVELOPMENT OF VALUATION MODELS TO SUPPORT FEES FOR LEASING OF GOVERNMENT-OWNED LANDS; ASSISTANCE WITH THE DESIGN, DEVELOPMENT AND IMPLEMENTATION OF A LAND INFORMATION SYSTEM TO STORE, PROCESS AND MANAGE ALA'S LAND RECORDS

In addition to assistance with dispute resolution, LARA shall assist ALA, with such matters as its organizational structure, drafting of job descriptions, budgeting, assistance with inventorying and classification of government owned lands, automation of its records and valuation of government lands so appropriate fee structures can be designed and incorporated into the leases. Assistance may also be required to design and implement a land information system for storage of the massive amount of data ALA will collect on government-owned lands in Afghanistan. The contractor must be prepared to provide the kind of assistance ALA requires in order to develop the capacity to fulfill its mission to effectively manage Afghanistan's state-owned lands.

1.3.a Illustrative Activities

- Provide management consulting services to ALA with respect to its organization, job functions, personnel classifications, finances, etc.
- Assist ALA with its identification, inventory and classification functions for government-owned lands.
- Consult with ALA on the design, development and implementation of its land records information systems.
- Collect data on land values and construct valuation models or other tools to support reasonable lease payments for various uses of government-owned lands.

1.3.b Illustrative Outputs

- ALA functioning according to international practice with respect to management, budgeting, personnel administration, etc.
- ALA databases contain accurate and complete data on government-owned lands.
- Valuation of government-owned land supported by adequate data collection and valid estimation techniques and models.
- ALA staff trained and competent to carry out their assigned functions.

OUTPUT 1.4: ASSIST THE ALA TO DEVELOP APPROPRIATE MODELS FOR RESOLUTION OF LAND DISPUTES BETWEEN MAIL AND PRIVATE INDIVIDUALS AND BUSINESSES. SUPPORT THE ALA IN THE IMPLEMENTATION OF PRESIDENT KARZAI'S DECREE 638 ON THE INDEPENDENT BOARD FOR THE RESTITUTION OF ILLEGALLY-OCCUPIED PROPERTIES.

Land disputes comprise a significant percentage – sometimes the majority – of disputes in customary and formal courts. Many of these disputes involve government-owned or government-claimed land. Generally, the first offices to resolve such disputes, when pertaining to rural land, are the AMLAK offices of MAIL in the districts and provinces. As part of the organization of ALA, the AMLAK offices have been absorbed into the ALA and the ALA will assume the functions of the AMLAK offices. This will include land dispute resolution activities.

The Contractor shall provide ALA with technical assistance to help ALA personnel with land conflict resolution functions. Technical assistance may include providing options for alternate dispute resolution techniques, training ALA personnel in the land dispute resolution models developed under LTERA, assistance with caseload management and creation of meaningful reporting and analysis capabilities. The goal of this activity is to strengthen ALA's capacity to resolve land disputes at the district level, minimizing appeals and the necessity for disputants to proceed to the provincial courts.

With the incorporation of the secretariat of the Independent Board for the Restitution of Illegally-Occupied Properties into the structure of the ALA, ALA may request assistance in dealing with land usurpation. The contractor should be prepared to provide such assistance, if requested.

1.4.a Illustrative Activities:

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- Evaluate land dispute resolution mechanisms that have been used in similar situations to determine their applicability to rural land disputes in Afghanistan.

- Train ALA staff in the dispute resolution models developed by LTERA; refine these models as appropriate.
- Analyze the management of dispute resolution procedures used by AMLAK, and its record-keeping and reporting; recommend improvements as the AMLAK offices are merged into the ALA.
- Provide guidance and support to ALA as it attempts to address the issue of illegally-occupied properties.

1.4.b Illustrative Outputs:

- ALA land dispute personnel in a significant percent of ALA offices trained in land dispute techniques.
- ALA land dispute offices provide meaningful support to districts in land conflict resolution.
- Improved analysis and evaluation of land dispute dispositions to determine patterns of land dispute settlements, to better identify sources of conflict and work for their prevention.
- Successful reversal of usurpation in an increasing number of cases.

OUTPUT 2.1: TECHNICAL SUPPORT, TRAINING AND CAPACITY-BUILDING FOR THE AFGHAN ENTITY – ORGANIZATION, FINANCIAL MANAGEMENT, PROCUREMENT, SUB-CONTRACTING AND REPORTING

The contractor must build the capacity of the Afghan entity so it can successfully participate in the marketplace for contracts related to improvement of the land market in Afghanistan. These contracts may come from a variety of sources – private businesses and individuals seeking title services. Afghan government bodies, foreign businesses seeking real estate advice and international donors funding land reform projects. In order to compete in all these markets the Afghan entity will need a variety of skills, from general management to financial to procurement to meeting government reporting requirements. The staff of the Afghan entity must understand the procurement and accounting rules of the various international donors who operate in Afghanistan, including USAID. The job of the contractor is to impart the necessary skills and knowledge to the Afghan entity's personnel

2.1.a Illustrative Activities:

- Prepare a syllabus of topics necessary for the staff of the Afghan entity to master.
- Identify appropriate instructors and learning opportunities.
- Conduct learning activities.
- Following learning activities, conduct assessments to ensure the staff have mastered the material.

2.1.b Illustrative Indicators:

- Adequate scores on evaluations.
- Demonstrated capacity in the work place as staff undertakes assignments.
- Staff ability to assume more complex assignments and projects.

OUTPUT 2.2: TECHNICAL SUPPORT, TRAINING AND CAPACITY-BUILDING IN LAND SERVICES FOR THE AFGHAN ENTITY

The LARA project's ultimate goal is to build the capacity of both public sector (ALA) and private sector land professionals. To realize Output 2.2, the contractor must provide in-depth training in all functional areas of land management and administration, including, but not limited to, the following:

- land policy;
- land law;
- land classification and zoning;
- land use planning;
- land valuation and valuation model-building;
- statistical analysis;
- geographic information systems;
- design, development and implementation of land information systems;
- land dispute resolution;
- land records administration;
- environmental planning; and
- management of environmentally-sensitive areas such as watersheds, pasturelands, etc.

Obviously not every employee of the Afghan entity will need to be proficient in each area listed above, and in the time period of the LARA project it may not be possible to train personnel in each of those substantive areas. On the other hand, many Afghan land professionals may now be highly proficient in some of these areas. The contractor will need to identify the best way to deliver training for each of these areas (and others the contractor may define). Training may be provided by direct mentoring in Afghanistan, by sending selected employees abroad for short-term courses or workshops; conducting training sessions in Kabul using short-term advisors from abroad; and, in some cases, by sending certain persons abroad for formal degree or certificate programs in foreign universities. The contractor will need to evaluate the employees of the Afghan entity to best determine how and in what formats the training should be conducted, for which subject areas.

2.2.a Illustrative Activities:

- Conduct a training needs assessment to determine what training is needed and how it should be carried out most effectively.
- Prepare and implement a training plan.

2.2.b Illustrative Indicators:

- Successful training and skills development in the staff of the Afghan entity.
- Demonstrated proficiency of the staff as it undertakes increasingly complex and difficult projects.
- Participation by staff of the Afghan entity in international conferences on land-related issues, including presentation of posters and papers.

OUTPUT 2.3: DEFINE CRITERIA FOR SELECTING INFORMAL SETTLEMENTS FOR UPGRADING

As the urban population of Afghanistan grows, more and more urban land is occupied by informal settlements. Obviously Afghanistan's municipalities cannot undertake improvements and regularization

of all settlements simultaneously – resources to do that are simply not available. City officials will need to have a set of guidelines or criteria for determining the priority to be assigned for conducting formalization activities. The criteria may vary from city to city, but may include such indicators as the level of sophistication of the community organizations in the informal settlements, the size of the informal settlements, topography, the distance of the informal settlements from existing infrastructure and other criteria that may be unique to each city. The selection criteria shall also include the USG 80 priority districts ; requests by MUDA, provincial governors or city mayors; areas with high incidences of land-related conflict; and on opportunities for linkages with other activities. Working with IDLG, MUDA, the municipalities, community organizations and the Afghan entity, the Contractor shall determine these criteria and develop a manual municipalities can use to select informal settlements for upgrading.

2.3.a Illustrative Activities:

- Meet with Afghan government officials, municipal officials and community groups to define criteria for selection of informal settlements for upgrading.
- Prepare a manual to guide municipalities in the selection of informal settlements for upgrading.

2.3.b Illustrative Indicator:

- Informal Settlement Site Selection Manual.

OUTPUT 2.4: ESTABLISH OFFICES OF THE AFGHAN ENTITY IN UP TO FIVE AFGHAN CITIES. THROUGH SUBCONTRACTS WITH LOCAL AFGHAN FIRMS, CONDUCT UPGRADING AND FORMALIZATION ACTIVITIES IN INFORMAL SETTLEMENTS; WORK WITH MUDA AND MUNICIPAL GOVERNMENTS TO BUILD CAPACITY TO UPGRADE INFORMAL SETTLEMENTS. ALSO REGISTER TITLES TO PROPERTIES INFORMAL SETTLEMENTS IN MUNICIPAL REGISTRIES.

The contractor, working with the Afghan entity and USAID personnel, shall determine the cities, up to five, in which the Afghan entity will establish offices and conduct informal settlement formalization activities. In addition, other land reform activities, such as land dispute resolution, will be conducted from these cities over a wider geographic area. After the cities have been identified and the offices established, the contractor and the Afghan entity shall, following the procedures contained in the Informal Settlement Site Selection Manual, and working with GIRoA and municipal counterparts, select sites for upgrading and formalization and carry out formalization activities. These activities shall include installation of basic infrastructure, such as streets, sidewalks and drains for sanitation, together with first registration of the properties with the municipalities. The work shall be implemented by Afghan contractors under the direction of the Afghan entity with oversight by the LARA contractor.

In consultation with municipal and community leaders and the Afghan entity, the contractor shall recommend possible infrastructure projects with estimated budgets to USAID for approval. The contractor shall then develop an RFP and specifications for work to be implemented by Afghan contractors. The Afghan entity must have an experienced construction professional (Afghan or expat) on staff who can inspect the project, insure the quality of the construction and verify the project as built complies with the specifications. All contracts with the contractor doing the work must follow USAID procurement regulations and be approved by USAID. The LARA contractor shall provide oversight and assistance as required.

While the primary purpose of these upgrading activities is to improve the physical infrastructure in informal settlements, a second purpose is to increase the capacity of local governments to do infrastructure work. Throughout the implementation of this component of the LARA project, the capacities of the municipalities to upgrade informal settlements must be developed so upon completion the municipalities will have the knowledge and technical skills to undertake this work on their own. Municipal officials should be involved in negotiations with the selected informal settlements, planning the upgrading projects, assisting with bid document preparation and contractor selection and assisting in the supervision of the installation of the utilities. In addition, municipal officials should also develop the capacity to conduct planning studies in informal areas and effectively integrate these communities into the master plan of the city. Registration of the properties in the municipal registries and entering them on the local tax rolls should also be emphasized, along with improved tax administration to increase municipal revenues. Thus these upgrading and formalization activities should be comprehensive in nature, and not simply focused on infrastructure improvements. If time and resources permit, two sites should be upgraded in each city. In the first, the Contractor shall take the lead, planning, organizing and executing the work for the first project, with the municipality playing a supporting role. In the second project, the municipality should take the lead, with the contractor intervening only upon municipal request or to prevent an egregious error or waste of project funds.

2.4.a Illustrative Activities:

- Using the Informal Settlement Site Selection Manual created in Output 2.1, work with up to five cities to select up to two sites per community for upgrading and formalization, for a maximum of ten sites upgraded. These activities should be in the target cities such as Kabul, Kandahar, Jalalabad, Herat, Lashkar Gah and Khost¹¹.
- Using Afghan contractors under the direction of the Afghan entity, plan, execute and evaluate the upgrading and formalization of the sites.
- Revise the city master plan to include these areas in the official plan.
- Include in the formalization process registration of titles in the municipal registries, and prepare the property owners to formally register their properties with the court.
- Provide training to residents, their organizations, middlemen, traditional landholders, local government officials and other appropriate stakeholders in how to formalize informal property claims.

2.4.b Illustrative Outputs:

- One to two informal settlements upgraded in each project municipality.
- Municipal capacity to plan, manage and evaluate informal settlement upgrading demonstrated through successful implementation of a project.

OUTPUT 2.5: TRAIN MUNICIPAL AND MOUD OFFICIALS IN URBAN PLANNING AND PLAN ENFORCEMENT

Existing planning and building codes are currently not enforced. There are several reasons for this – insufficient staff, lack of resources for the existing staff, land-grabbing and associated ignoring of existing rules by those with sufficient power to flaunt the rules, a weak court system, etc. Both municipal and MUDA officials should be trained to understand the theory behind and the purpose of planning and land-

¹¹ The same level of upgrading and formalization activities should take place in the option period, for a total of up to twenty sites upgraded over the three year life of the project.

use regulations and the various enforcement tools available to insure planning regulations are followed. The contractor and the Afghan entity must work with officials from IDLG, MUDA and the municipalities to understand the issues faced by municipal and other officials whose jobs require them to administer and enforce planning regulations. Once the consultant and the Afghan entity have this understanding, a training needs assessment and work plan may be prepared to guide the substantive activities under this output.

The investigation of issues facing municipal, IDLG and MoUD officials shall be used to inform the design of legislation to be prepared under output 2.6, below. Any recommendations made under this output for changes in planning legislation at either the national, provincial or local levels shall be coordinated with the work done in informal settlements under output 2.2, above.

2.5.a Illustrative Activities:

- Training needs assessment.
- Mentoring by the contractor's expatriate advisors.
- Study tours to planning departments in foreign countries or to international planning conferences.
- Lectures or seminars provided by experts brought to Afghanistan on short-term assignments.

2.5.b Illustrative Outputs:

- Training needs assessment.
- Demonstrable improvements in the capacity of Afghanistan's urban planners.

OUTPUT 2.6: LEGISLATIVE DRAFTING: URBAN PLANNING, LAND USE REGULATION AND FORMALIZATION OF INFORMAL SETTINGS

This activity will incorporate and integrate many of the activities related to regularization of informal settlements and training in urban planning. After the consultant and Afghan entity have worked in the informal settlements and have gained an understanding of the issues raised there, and have worked with municipal and national officials on planning enforcement, the consultant and Afghan entity will be in a position to recommend changes to planning legislation and land use regulations. Any legislation drafted under this output should balance the need to stay within Afghan legal norms while at the same time incorporating best practice in land use regulation. Working with IDLG and MUDA, national planning enabling legislation should be drafted, and municipal planning regulations prepared pursuant to the national legislation should be drafted for several cities. This legislation should include provisions for, or a separate law on, incorporating informal settlements into the master plans of Afghanistan's municipalities.

These activities, taken together, will produce positive effects in the cities of Afghanistan on several levels. The upgrading of informal settlements will physically benefit the lives of the residents of those areas as well as improve the physical appearance of the cities. Improving enforcement of existing laws and regulations will slow the rate of increase of unplanned settlements and prevent the construction of at least some buildings that violate building and planning codes. The preparation and adoption of this legislation will lay the groundwork for better urban planning and the improvement of the physical structure of Afghan cities.

2.6.a Illustrative Activities:

- Prepare national urban planning enabling legislation.
- Prepare municipal planning and land-use regulation ordinances.
- Devise procedures and requirements for incorporating informal settlements into the city master plans.

2.6.b Illustrative Outputs

- Preparation and passage of national urban planning legislation
- Preparation and passage of national legislation to govern incorporation of informal settlements into urban master plans
- Preparation and adoption of at least two municipal planning and land-use regulation ordinances

OUTPUT 3.1: ASSIST IMPLEMENTATION OF REVISED REGISTRATION PROCEDURES

One of the achievements of the LTERA project was the simplification of the procedure to register properties in the *makhzan* offices of the Appeals Courts in the provinces. The original procedure took over 30 steps to complete; LTERA advisors were able to reduce the number of steps for registering a land parcel to four and the number of steps to register a building to three. While this is a remarkable achievement, the benefits of these new procedures have not yet reached the entire population of Afghanistan. The new procedures have not been institutionalized in all the provincial Appeals Courts, where registration takes place.

The consultant and the Afghan entity shall meet with personnel from the Supreme Court (the supervising court over the Appeals Court) to learn which Appeals Courts have not yet implemented the new procedure. Once those courts have been identified, a plan shall be made to introduce and institutionalize those procedures in the courts. Training will obviously be needed. It may also be necessary to prepare procedures manuals and instructions for implementing and following the new procedures.

3.1.a Illustrative Activities:

- Planning meetings with officials from the Supreme and Appellate Courts to determine which courts need to implement the new procedures.
- Implementation plan for instituting the new registration procedures in provinces in which they have not been introduced.
- Prepare training materials, including a procedures manual and other necessary instructions.
- Prepare and execute a training plan.

3.1.b Illustrative Outputs

- Training materials prepared.
- New registration procedures instituted in all provinces.
- Increased number of properties registered in provinces implementing new procedures.

OUTPUT 3.2: PROVIDE SUPPORT FOR LAND DISPUTE RESOLUTION, FOCUSING ON COMMUNITY AND CUSTOMARY DISPUTE RESOLUTION PROCESSES AND INSTITUTIONS

Economic activities require land. However, land acquisition in Afghanistan is difficult at best. Many documents evidencing land ownership are not registered in any official registry, and often the same piece of land is claimed by multiple “owners,” each asserting rights from a different source. These disputes prevent development of commercial and agricultural enterprises. They also lead to conflict that can be exploited by insurgents.

Land disputes comprise a significant percentage – sometimes the majority – of disputes in customary and formal courts. These disputes reduce investment in real estate, distort property values, and fray the social fabric, sometimes leading to violence. Unfortunately, the formal court system does not extend to the entire country, and where it is available, is often slow and ineffective. On the other hand, customary, community-based systems of dispute resolution – *Shuras* and *Jirgas* – have often been effective at resolving disputes, but after years of war and upheaval, community and tribal systems of dispute resolution have been weakened.

In this output, the contractor and the Afghan entity will engage with provincial and district governors, regional platforms and PRTs to determine where important disputes are taking place, or are likely to take place. These may disputes between Afghans, for example, between two villages, or there may be questions regarding land rights with respect to infrastructure projects or military base expansions. After identifying the most significant of these disputes, or the disputes which may be most amenable to solution through outside intervention, meetings will be held with local communities to determine their needs for assistance. In those situations in which an outside advisor may help, the Afghan entity or other Afghan firms that have the skills to assist in community dispute resolution processes may be retained to assist the community councils or elders to resolve the disputes. Other services that may be provided are “title searches” in the appropriate records, interviews with knowledgeable persons about land ownership in the area or facilitating meetings in a neutral location so the parties may talk through the issues. By involving experienced Afghan land title and conflict resolution experts, these disputes may be resolved, more intense conflicts avoided and projects can be completed.

3.2.a Illustrative Activities:

- Meetings with provincial and district governors, regional platform, PRT and other USAID offices to determine where land disputes are impeding economic development activities.
- Provide on-demand land use and ownership dispute mediation services to be deployed around the country. This can be through the project directly, or through building networks of community based NGOs with capabilities of resolving disputes consistent with methodology and legal guidelines. Grants through the Afghan entity may be used to fund the activities of these networks as appropriate.
- Provide neutral venues for dispute resolution meetings.
- Expand knowledge of dispute resolution models through nationwide public education programs and training programs for community leaders and land rights advocates.

3.4.b Illustrative Outputs

- Land disputes resolved and economic activities started.
- Community *shuras* and *jirgas* resolving an increasing number of land disputes.

Part 2: EIGHTEEN-MONTH EXTENSION PERIOD

Purpose: (1) To continue assistance to the Afghanistan Land Authority, albeit decreasing gradually over time, in implementing its mission to identify and market Afghan government lands to develop the economy and generate revenue for GIROA. The consultant shall also help ALA to improve the policy and legal framework for land and other real property in Afghanistan and provide other technical assistance, as needed, to ALA. Assistance may also be provided to other GIROA counterparts on an as-requested basis. (2) To continue to develop the capacity of the Afghan entity to undertake a wide range of real estate-related activities, including executing donor-funded real estate reform projects.

OUTPUT 4.1: CONTINUED ASSISTANCE TO ALA (AND OTHER GIROA COUNTERPARTS, AS REQUESTED)

The consultant should provide continued assistance to ALA, and other GIROA counterparts to address remaining deficiencies in their training or to provide advanced technical instruction. The assistance should gradually decrease over the eighteen month period, and may be provided through the use of short-term advisors as opposed to resident expatriate staff. The type of training and mentoring provided will depend on the needs and priorities of ALA, but in any event should include advanced training in subjects previously covered. This could include advanced training in GIS, the use of remote sensing for land use planning, advanced surveying methods or improved methods of land valuation.

4.1.a Illustrative Activities:

- Advanced training courses in technical subjects conducted outside of Afghanistan.
- Training classes provided by specialists in technical fields (surveying, valuation, etc.)
- One-on-one mentoring by experts in specialized fields.

4.1.b Illustrative Outputs

- Increased competence as shown by greater ability to complete complex technical assignments.

OUTPUT 5.1: CONTINUED ASSISTANCE TO THE AFGHAN ENTITY

As with ALA, the consultant should provide continued technical assistance and mentoring to the Afghan entity. As is the case with assistance to ALA, the assistance should decrease over the eighteen month period.

5.1.a Illustrative Activities:

- In-depth financial management training to insure all books and records meet applicable requirements, including those of international donors.
- Additional training in donor procurement and contracting rules.
- Continued training in advanced substantive areas related to land management.

5.1.b Illustrative Outputs

- Books and records maintained in accordance with international best practice and donor requirements.
- Greater technical capacity of the staff in all areas related to land management, planning, valuation, surveying and other required skills.

E. Linkages and Synergies with Existing Programs and Organizations

Afghan ownership of the work done under LARA is essential for achievement of project objectives. LARA will therefore work with and through Afghan organizations to establish enduring capacity to analyze property issues, design and implement solutions, and monitor results. This will help ensure local ownership of processes and results, so that outcomes are Afghan solutions utilizing expert advice, not foreign solutions requiring Afghan compliance. An illustrative list of counterparts and potential synergies/interventions may include:

- The **Secretariat of the High Court and relevant provincial courts**, i.e. management, maintenance and upgrading of *makhzans*, conversion of land records in *makhzan* offices, institutionalizing systems for court adoption of community resolutions to land use and land ownership conflict.
- The **Ministries of Urban Development Affairs (MUDA), Commerce and Industry (MoCI), and Agriculture, Irrigation and Livestock (MAIL)**: support the development of permanent, effective processes for policy development and implementation strategies. Support the development of the Afghanistan Land Agency (ALA), either under MAIL or as an independent agency. Support MoUD with the development of improved urban planning legislation and better means of enforcement of land use controls.
- The **Independent Directorate of Local Governance (IDLG)**: support the development, oversight and implementation of property-related regulations and establishment of participatory processes for local government regulation of property issues.
- The **Afghan Geodesy and Cartography Head Office (AGCHO)**: Support regulation, mapping, and surveying for land use and development, especially cadastral surveying. Support standardization of mapping and surveyor requirements.
- **Afghanistan Investment Support Agency**: support the development of materials for investors in real property to help navigate the regulatory requirements and establishment of advocacy skills for promoting ongoing reforms based on investor need.
- The **Department of Geodetic Engineering of the Faculty of Geology and Mines of Kabul Polytechnic University**: establish and utilize permanent training and consulting capacity to provide formalization, cadastral, mapping and other land administration services. Extend this support, as needed/desired, to other Afghan institutions of higher learning, such as Kabul University.
- Relevant civil-military personnel, including representatives from RCs and PRTs: given logistical reach, security platforms, and connections in the periphery, LARA will use information provided by each to identify land use and land ownership areas for activity roll-out.
- **Industrial park authorities**: training and preparation of authorities to manage and oversee appropriate leasing and industrial park arrangements.

- Various private sector business and professional associations with interests in land and land-related services: build capacity to advocate and promote reform as well as provide services, such as certification of realtors or creation of standardized real estate contracts, among others.

Relevant projects funded by USAID include, but are not limited to (in alphabetical order):

- The *Accelerating Sustainable Agriculture Program (ASAP)* is developing a dynamic agriculture system capable of adapting to market forces by engaging activities that will lead to: (1) increased competitiveness of Afghan agriculture products in domestic and international markets for high value commodities; and (2) improved public policies and institutions in support of more competitive agriculture and agribusiness. To achieve competitiveness and a sound policy environment, ASAP supports market linkages, improves farm technology and practices, enhances post harvest activities to meet market requirements, develops business organizations to provide support services to small and medium scale agribusinesses, and assists in production and post harvest infrastructure construction. ASAP is implemented by Chemonics International. This project is scheduled to end in 2010.
- The *Afghanistan Higher Education Project (HEP)* is part of an overall program to rehabilitate and strengthen the capacity of the education system to improve access to quality education throughout Afghanistan. HEP supports this broader objective by building sustainable capacity at the tertiary level to deliver high quality pre-service and in-service teacher education for secondary school teachers. The project is designed to deliver both short-term improvements in the quality of teaching and academic administration through training and support, as well as long-term sustainable improvements through strengthening the human resource base and institutional capacity. The project will strengthen both the individual and institutional capacity of the 16 institutions offering four year teacher education programs. HEP is implemented by the Academy for Educational Development (AED).
- The *Afghanistan Municipal Strengthening Program (AMSP)* provides capacity building assistance and resources to provincial municipalities. The program aims to: (1) improve the delivery of public services, such as power, water, sanitation, safe roads, parks, solid waste management and youth activities; (2) improve the capacity of municipal governments in the areas of administration, operations, maintenance and financial management; and (3) increase opportunities for positive youth engagement through sports activities, job skills trainings, and temporary employment through the municipalities. AMSP is implemented by the International City/County Management Association (ICMA). This project will end in 2010 and will be replaced by RAMP-UP.
- The *Afghanistan Small and Medium-Sized Enterprise Development (ASMED)* project provides technical assistance and financial support to the very important SME sector and the organizations that support SMEs throughout Afghanistan. ASMED's activities have national reach – headquartered in Kabul, there are also three regional offices in Herat, Nangarhar, and Balkh, and partner activities in Helmand, Kandahar and Badakhshan. The project has five components: (1) gathering, analyzing and disseminating Afghanistan market information on 12 sectors; (2) developing strong business services providers; (3) strengthening and increasing the number of business associations; (4) creating public-private sector alliances; and (5) building the capacity of an Afghan private sector workforce. ASMED is implemented by Development Alternatives Inc (DAI).
- The *Afghanistan Vouchers for Increased Production in Agriculture (AVIPA) Plus* is an expansion and extension of USAID's existing wheat seed voucher program. AVIPA Plus will offer counter-insurgency stability programming in Helmand and Kandahar within an agricultural framework, with other southern provinces assisted on an as-needed basis. AVIPA will directly employ over 500 Afghans and more through local NGOs, who will assist in project implementation. It will also

capitalize on its close working relationship with MAIL national, provincial, and district authorities, as well as private sector Afghan-business distribution networks. AVIPA Plus is implemented by International Relief and Development (IRD).

- The *Capacity Development Program (CDP)* seeks to address the critical need in Afghanistan for core public administration competencies through a complete training package of basic foundation competencies and wide choice of capacity building assistance for targeted ministries, agencies, and sub-national government entities in select provinces. Activities include providing training and advisement in core public administration competencies; strategic planning and policy; organizational restructuring and work process streamlining; financial management; procurement and contracting; human resource development; project design, management, monitoring, and evaluation; strategic communications; and leadership and ethics. CDP is implemented by Deloitte.
- The *Commercialization of Afghanistan Water and Sanitation Activity (CAWSA)* seeks to establish a viable business model for water service delivery in Afghanistan. CAWSA supports the water and sanitation sector reforms of GIRoA, which seek to commercialize the urban water sector, increase cost recovery and improve management. The business model will be based on commercialization of the Afghan Urban Water Supply and Sanitation Company (AUWSSC), the national water utility, through stronger financial and operational performance of its Strategic Business Units located throughout Afghanistan. The business model will identify incentives to motivate staff, improve performance and establish a cost recovery basis for long term expansion of safe water and sanitation services. CASWA is implemented by ICMA.
- The *Da Afghanistan Breshna Sherkat (DABS) commercialization project* seeks to improve the operational and financial sustainability of electricity distribution services in Kabul. The activity will assist the GIRoA in designing, tendering and managing a commercialization contract with a qualified electricity operating services company. The Commercialization Contractor will operate and manage Kabul's electricity distribution system for three years. The Commercialization Contract will reduce electricity losses in Kabul, and will assist DABS in becoming a successful corporatized, commercialized national electricity utility. This project is currently in the procurement process.
- The *Economic Growth and Governance Initiative (EGGI)* is a new activity that will assist the GIRoA to develop and implement sound and sustainable economic and regulatory policies that provide the foundation for private sector growth within a market economy. The project will work with business associations, think-tanks and other NGOs, as well as with GIRoA entities such as the Ministry of Finance and the Central Bank, to improve the business enabling environment, strengthen the financial sector, reform business regulation, and encourage stakeholder involvement in shaping government policies both in Kabul and in the regions. Specific components include: 1) Supporting national and regional economic policy-making; 2) Strengthening the financial sector and Central Bank operations; and 3) Improving the business enabling environment. EGGI is implemented by Deloitte.
-
- The *Financial Access for Investing in the Development of Afghanistan (FAIDA)* project will help build a sustainable, diverse and inclusive financial sector that can meet the needs of micro, small and medium enterprises (MSMEs) throughout the country and generate quality employment. FAIDA will employ a "financial system" approach, with work at three levels to ensure that large numbers of

MSMEs have access to a diverse range of financial services: the micro level (retail financial institutions), the meso level (financial market infrastructure), and the macro level (policy environment). FAIDA is currently in the procurement process.

- The global *Housing Microfinance Implementation Grant Program (IGP)*, managed from USAID/Washington, recently awarded innovation grants to two organizations with partners in Afghanistan to develop and launch housing microfinance products. These organizations are Aga Khan, which is working with the First Microfinance Bank (FMFB) in Afghanistan, and the Community Housing Foundation, which has partnered with the Afghanistan Microfinance Initiative (AMFI).
- The *Incentives Driving Economic Alternatives North and East (IDEA/NE)* project seeks to increase licit and commercially viable agricultural-based alternatives for rural Afghans with the goal of significantly reducing and ultimately eradicating poppy production. IDEA implements its project through rapid response activities, including cash-for-work, voucher and training programs and small grants, as well as medium and long-term agribusiness development, including value chain integration and enhanced access to credit. IDEA/NE was recently awarded to DAI.
- The *Local Governance and Community Development South and East (LGCD S/E)* program is USAID's flagship counter-insurgency program that implements bottom-up initiatives to mitigate conflict, build the capacity of Afghan government officials, and foster community stabilization. The program works closely with tribal elders, community members, and the GIRoA to implement hundreds of community development projects in 15 of Afghanistan's most insecure and conflict-affected eastern and southern provinces. The program is also working closely with PRTs to support this mandate. Expected outcomes include: (1) Greater community participation in the selection and implementation of small scale development subprojects; (2) Improved provincial and district governance capacities to deliver services that address citizens' most pressing needs; (3) Immediate short-term employment generation through cash-for-work; (4) Significant and lasting improvements in rural infrastructure (e.g. roads, bridges, irrigation systems, and small-scale power sources); (5) Expanded economic opportunities and access to public services for previously marginalized Afghans; and (6) Stronger citizen support for government in insecure areas, resulting in greater stability. LGCD is implemented by DAI.
- The *Municipal Governance Support Program of Afghanistan (MGSPA)* is designed by the Independent Directorate for Local Government (IDLG) and represents one of the IDLG's top sub-national governance priorities. MGSPA's objective is to create effective, transparent and democratic municipalities in the most important urban centers of the country. MGSPA helps municipalities plan and execute projects that create jobs and foster local economic growth; foster citizen participation in municipal governance, particularly for youth, and implement new municipal policies to help raise revenue and clarify functions.
- The *Regional Afghan Municipalities Program for Urban Populations (RAMP-UP)* is a new program administered by the Office of Democracy and Governance, with its primary counterparts the IDLG and municipalities. The goals of RAMP UP are to increase municipal capacity for service delivery and provide resources for the upgrading and improvement of urban infrastructure. The program will increase local government revenues and will improve the capacity of urban areas to generate economic growth. RAMP UP will operate in a decentralized fashion, with separate projects implemented by different contractors in each of the regional platforms throughout Afghanistan.

- The *Support to Sub-National Governance Institutions* program provides training and support to: (1) 20 provincial councils to conduct oversight and contribute to the provincial development process; and (2) 20 governors' offices to understand and meet constituent needs. The program includes technical assistance on budget/fiscal responsibility, public opinion polling, town hall meetings, and media strategies in RC-East and RC-South. This program is implemented by the National Democratic Institute (NDI) and the International Republican Institute (IRI).
- The *Trade and Accession Facilitation for Afghanistan (TAFa)* project is aimed at generating economic growth, trade, and investment by improving the conditions for international and cross-border trade and transit. The project will help the Government of the Islamic Republic of Afghanistan (GIROA) and the private sector to realize the advantages of greater regional and global trade linkages and export-oriented business development through assistance in three categories: 1) trade policy liberalization, 2) trade facilitation and customs reform, and 3) public outreach on trade-related issues. TAFa was recently awarded to Chemonics International, Inc.

Relevant projects funded by other donors include, but are not limited to (in alphabetical order):

- The *Afghanistan Sub-National Governance Program (ASGP)* is funded by the United Nations Development Program (UNDP) and is providing advisory and technical assistance to the IDLG to formulate sub-national governance policies; the Independent Administrative Reform and Civil Service Commission (IARCSC) to set up and strengthen its regional and provincial offices; and various sub-national governance units (inclusive of municipalities). The program provides support from 2008-2011 related to municipal organization, revenue administration, delivery of services and participatory planning, budgeting and management of municipal development.
 - The *Financial Sector Strengthening Project* is funded by the World Bank and will focus on supporting the Central Bank (Da Afghanistan Bank, DAB) in the areas of accounting and auditing, information technology systems, human resources, and training. It also plans to facilitate businesses' access to finance and build capacity of the banks to process sound business loans through assistance in establishing a credit information bureau, a collateral registry, and a banker training institute.
 - The *Kabul Urban Reconstruction Project* is funded by the World Bank and supports the reconstruction and rehabilitation of informal settlements in Kabul. The objective is to assist approximately 100,000 residents in gaining access to basic services such as water, sanitation, and solid waste management, and in obtaining secure land tenure. The project uses a community-based methodology to determine, plan, and implement service delivery in targeted neighborhoods.
 - The *Stimulating and Sustaining Private Sector Based Economic Growth Program* is a broad, umbrella project of the World Bank that will sponsor policy-oriented analysis, including sectoral studies and feasibility assessments, leading to practical recommendations for prioritizing and carrying out significant aspects of the economic growth/private sector development agenda. The main tasks are to develop a sound information base for policymaking and advance concrete recommendations for strengthening private sector development.
 - The *Strengthening National and Provincial Tax Administration in Afghanistan* is funded by the Department for International Development (DFID) and seek to support the GIROA to significantly improve domestic revenue mobilization rates.
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- The *United Nations Human Settlements Programme (UN-Habitat)* undertakes city profiling and municipal strategic action planning in Mazar-i-Sharif, Kandahar, Jalalabad, Herat and Faryab. In

addition, UN-Habitat is improving governance and providing support to Kandahar through establishment of Community Development Councils, assistance in tenure security for informal settlements, and assistance to MoUD and the Ministry of Interior (Mol) in formulation of urban development policies.

F. Management and Staffing

One of the critical goals of LARA is to create local capacity to provide the services targeted under this contract, including project management and technical consulting services. The Contractor is expected to reduce expatriate involvement, while increasing local Afghan involvement and responsibility for all aspects of the project as implementation takes place.

The relationship between the LARA contractor and the Afghan entity will be a key factor in the evaluation of proposals submitted pursuant to this solicitation. The manner in which training and mentoring activities will be carried out, the relationship between the contractor and the Afghan entity in the work in the cities and the ultimate handover of responsibility to the Afghan entity at the conclusion of the initial eighteen-month period will be seriously considered in proposal evaluation. The eighteen-month project work plan must also highlight the transfer of responsibilities with appropriate benchmarks and milestones. Renewal of the project for the second eighteen-month period will depend on meeting stated objectives.

The exact structure of management has not been pre-determined. However, the principle of local ownership and capacity building suggest the following minimum requirements:

Staffing: Although LARA is intended to create capacity, technical expertise shall be the defining qualification. Initial staff shall be chosen on the basis of proven expertise. Afghan staff on the project will be employed by the Afghan entity but will be mentored and trained by the contractor's long and short-term advisors.

The key personnel will be specified by the Contractor and incorporated into the contract at the time of award. Key personnel shall not number more than five. The following are key personnel positions and their required qualifications:

- 1) Chief of Party
- 2) Cadastral Expert
- 3) Legal Advisor may be multiple legal experts fielded at different times if one expert is not a specialist in all required legal fields)
- 4) Informal Settlement Formalization Expert
- 5) Land Conflict Resolution Expert

Chief of Party- shall meet the following requirements: The Chief of Party (COP) shall have worked internationally for at least 15 years and shall have at least three years experience managing complex programs of similar scale, particularly in transitional, Islamic, and/or post-conflict countries; possess technical expertise in property rights and land market development issues (at least seven years' experience in these two areas); have experience in building and effectively supervising a diverse team of employees spread across an expansive region; demonstrated effective interpersonal skills, proactiveness, creative problem-solving and ethical management; and prior experience in working with international donors.

Cadastral Expert: (minimum seven years experience required, four of which must have been in international settings) in cadastral surveying, geodesy, parcel mapping and digital cartography. Must have a thorough understanding of land records. Experience working with cadastral systems outside the United States, preferably in Islamic countries, required.

Legal Advisor: (minimum seven years experience required, four of which must have been in international settings) in all phases of real property law, including conveyancing, title examination, land registration and land use regulation. Experience advising municipal planning bodies desirable. Experience advising counterparts on real estate, land registration and land use regulation law in transition or developing countries required.

Informal Settlement Formalization Expert: (minimum seven years international experience required) in assisting local governments, non-governmental organizations or community-based organizations with improvement of informal settlements. Must have demonstrated experience helping residents of informal settlements better their communities in terms of infrastructure upgrading and improved governance. Must understand land tenure issues in informal settlements and have assisted residents of informal settlements to improve their tenure security.

Land Conflict Resolution Expert: (minimum seven years international experience required working in land conflict resolution in developing countries, in either urban or rural settlements. Must have a thorough understanding of indigenous cultures and traditional or customary dispute resolution mechanisms. Must have experience training conflict resolution facilitators. Must have experience in post-conflict settings and be able to live in difficult environments. Advanced degree in law, anthropology, rural development or a similar subject required.

In addition, it is expected that the Contractor will utilize short-term consultants as needed throughout the project. The Contractor is encouraged to utilize national and regional consultants, in addition to expatriate specialists.

In terms of staffing activities, the Contractor is highly encouraged to purchase services from local Afghan providers whenever practicable instead of directly employing staff. For example, the Contractor might hire a research institute to provide various analyses, or hire a title service company to help restore a *Mahkzan*. (These examples are illustrative only.)

Expected Results and Performance Management Plan

A. Expected results

The objectives of LARA are (1) strengthen and support the Afghan Land Authority by providing necessary technical assistance so it can more effectively meet its objectives to better manage Afghan government-owned land, and support other GIROA ministries and agencies; and (2) to create Afghan capacity to successfully design, manage and implement needed land reform. LARA will result in the formulation and adoption of a well-reasoned and coherent policy and legal framework that will clarify property rights, define and record property ownership, and create a more robust and competitive property market, including through leasing of the government-owned lands. The project will lead to improved tenure security, regularized land use, and increased investment and productivity. LARA will support reforms to reduce severe price distortions in the real estate market caused by the scarcity of property with clear title, thus increasing the supply of formal residential housing to meet the needs of the population. Mortgage finance instruments may be developed as a result of an increased housing stock, improvements in the banking sector and an increase in per capita income. This will in turn enable improved revenue

collections at the municipal level as well as job creation within the land market, particularly in the construction sector. Formal ownership will also create a vested interest in peace, while participatory implementation processes to resolve disputes will increase respect and confidence in government.¹² Public education and institutional reforms will increase the ability of all citizens, including women, minorities and other vulnerable populations, to understand and exercise their property rights.

B. Performance Monitoring Plan

As part of the U.S. Mission's new approach in Afghanistan, all new contracts and grants will generally have a maximum basic performance period of one year, with optional years possible subsequent to a rigorous performance review. As such, the Contractor shall submit an illustrative Performance Management Plan (PMP) that includes custom targets and indicators for the first year of implementation.

Since the PMP must monitor its set of indicators on an ongoing basis, the Contractor shall select indicators that relate to the outputs and outcomes described in the causal model¹³ it proposes. The indicators delineated in Section IV, Statement of Work, are illustrative¹⁴ and are only given as examples that USAID has identified, not as a checklist of indicators that the Contractor is required to propose and report against. The Contractor should, however, note that a key indicator for USAID/Afghanistan – including for LARA – is *job creation*. The Contractor shall propose its target for job creation, its methodology for calculating job creation, as well as other indicators and targets to measure progress of project interventions toward this objective.

Additional indicator(s) shall be proposed to monitor progress on local capacity building. The Contractor will propose targets for transfer of operations to its local partner(s) as well as other targets by which USAID can evaluate local capacity building (i.e., the extent of "*Afghanization*"). In addition, milestones for transfer of responsibilities to the Afghan partner shall be clearly outlined in the PMP. Organization charts showing the progression of LARA's changing implementation structure will be helpful in this regard.

A more detailed and complete PMP will be developed and submitted with the first annual workplan (PWP) for USAID's approval within the first sixty days after award. All targets will be subject to revision and expansion based on the PWP submitted to USAID for approval, as well as periodic progress reviews conducted by USAID. The Contractor must be prepared to set targets and report on progress made with respect to these and other indicators, at least annually and by province, and at the request of the COTR at any time. Such reports shall explain any variances between the indicator targets and actual results and demonstrate how activities conducted under this contract contributed to these outcomes.

+All reporting (whether programmatic or financial) will need to be both consolidated nationally and disaggregated by regions corresponding to the military RCs and by province. Reporting will be provided upon request. At specified periods, a list of activities that LARA has accomplished, and that are planned, nationally, regionally and by province will also be provided. LARA will need to quantify both direct and indirect expenditures, past and planned, nationally, regionally and by province. Most of the above

¹² A key component of the new strategy for United States assistance in Afghanistan is strengthening and supporting the Afghan government. Frej and Hatch, *supra* note 6.

¹³ A causal model reflects the rationale for the project design and forces designers to be explicit in relating project activities to project outputs, outcomes, and impacts. Stated simply, a causal model is akin to a roadmap, showing how a project gets from Point A (project activities) to Point Z (impact), including the intermediate steps needed to get from inputs to impacts.

¹⁴ Except for the BizCLIR and CLIR diagnostics.

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information is collected by USAID in a Mission specific database called Afghan Info. The Contractor shall familiarize itself with this database.

[END OF SECTION C]

SECTION D: PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING 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" (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

Marking Plan

A final branding and marking plan as submitted on October 25, 2010, is approved and incorporated by reference.

[END OF SECTION D]

SECTION E: INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

E.2 INSPECTION AND ACCEPTANCE

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

E.3 PERFORMANCE MONITORING AND EVALUATION

The contractor is required to develop a detailed Performance Monitoring Plan that takes these objectives and indicators into account. Baseline surveys and audits will form an essential component of that plan.

[END OF SECTION E]

SECTION F: DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

F.2. PERIOD OF PERFORMANCE

The period of performance for this contract is as follows: One eighteen-month basic period from award date with one eighteen-month option period of performance.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be principally in Afghanistan.

F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C and approved Workplan, will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.5 REPORTS and DELIVERABLES

In addition to the requirements set forth for submission of reports in Sections H and I and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the COTR specified in Section G.

Performance Monitoring Plan (PMP)

The Contractor shall submit a draft Performance Monitoring Plan (PMP) to the COTR within 60 days of the effective date of this Contract. The PMP will cover the entire period of the contract and shall include, but not necessarily be limited to, the following: (1) the results to be achieved by the project; (2) the indicators to be used to measure achievement of the results; (3) the method of data collection to be used to obtain the indicator data and the frequency at which each will be collected (monthly, quarterly, semi-annually); and (4) targets for each indicator year. USAID will review the draft PMP and provide comments/suggestions within 30 days of receipt. The Contractor shall then submit a final PMP to the USAID COTR for approval not later than 15 days from receipt of USAID's comments/suggestions.

Annual Work Plan (AWP)

The Contractor will prepare for the COTR's review and approval a Project Work Plan (PWP) setting forth in reasonable detail the Contractor's plans for pursuing activities set forth in this RFP for the entire eighteen month project period and detailing additional proposed activities that may substantially contribute toward the project goal. The work plan should also delineate project work by provinces, where appropriate. The draft PWP covering the eighteen month project period will be provided in the context of the RFP proposal process, with a final version provided to the COTR no later than four weeks after the start of the project. As may be necessary due to circumstances beyond the Contractor's control, and subject to the COTR's approval, the PWP may be amended and benchmarks added, deleted, or revised from time to time.

The PWP shall include a schedule of activities and tasks planned to be conducted, and the inputs planned to be provided by the Contractor, including a description of planned activities and tasks and an estimated budget – organized by component and, as appropriate, by sub-component. The PWP should also break out activities by province for the benefit of coordinating efforts with PRTs in the field. The PWP must be linked to the performance indicators set forth in the PMP.

The Contractor will incorporate any required revisions into a final PWP no later than 15 days after receipt of such comments. The USAID COTR will provide a written approval of the final work plan to the Contractor. Should revised activities, performance indicators or performance targets become necessary, the Contractor shall submit a revised work plan to USAID for approval.

F.6 REPORTS

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

All reporting (whether programmatic or financial) will need to be both consolidated nationally and disaggregated by regions corresponding to the military regional commands and by province. The Contractor will need to be able to provide upon request, as well as periodically specified, a list of activities that LARA has accomplished, and that are planned, nationally, regionally and by province. LARA will need to quantify both direct and indirect expenditures, past and planned, nationally, regionally and by province and district.

Weekly Status Report

Weekly reports ("weeklies") are intended to be brief highlights of achievements across components. Such reports are meant to be shared with the USG community, as well as other donors and Afghan counterparts, to highlight progress and milestones achieved. Creation of Dari and Pashto versions should be considered as part of the public outreach effort.

Quarterly Performance Reports

The Contractor shall submit brief quarterly performance reports to the COTR and the CO within 30 days of the end of each calendar quarter reflecting results and activities of the preceding quarter. The report shall describe the plan for the reporting period (as set forth in the PWP) and report on progress to date for PMP indicators for that quarter. A description of the specific accomplishments of the Contractor and any

STTA should also be provided, including information on all activities, both ongoing and completed, by component, and geographically by province. The quarterly reports shall highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. These reports should summarize project progress against tasks and benchmarks, including tasks assigned through technical directives and identify implementation issues that may inhibit or enhance contractor performance. In each quarterly report, the Contractor shall include success stories which provide information that demonstrates the impact that the activity/program has had during the reporting period through materials such as stories, quotes and photos. The reports will also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable.

As agreed upon by the COTR, quarterly reporting shall begin after the end of the first quarter from the contract award. The quarterly report is due to the activity manager and/or the COTR on or before the last day of the month following the end of each quarter. The COTR may make exceptions to this schedule depending on when exactly the contract is signed; for example, if the project begins in November, the time remaining in Q1 may be incorporated into the quarterly report for Q2.

As agreed upon by the COTR, a brief summary of quarterly activities and achievements in local languages Pashto and Dari should be considered.

Quarterly Reports Schedule for Submission:

Q1: January 1 to March 31
Q2: April 1 to June 30
Q3: July 1 to September 30
Q4: October 1 to December 31

Quarterly Report due April 30
Quarterly Report due July 31
Quarterly Report due October 31
Quarterly Report due January 31

Quarterly Financial Reporting

The Contractor shall submit to the COTR and to the USAID Financial Management Officer brief quarterly expenditure reports in keeping with 22 CFR 226.52, which will contain a summary page which shows spending by category for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures. The quarterly report will outline also outline expenditures by results, as well as by province and regional command. If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor will include a brief note to that effect, with the specific amount involved, thus enabling the COTR to accurately track LARA's expenditure rate. These reports will be submitted approximately two weeks before the end of the quarter. The precise deadline each quarter for the submittal of the financial reports will be specified by USAID.

Annual Reporting

For the project annual report, the Contractor shall submit a draft report, capturing results against the project PMP in a format agreed to by the COTR. The COTR will provide comments within 15 days, and the Contractor shall then submit a final report to the COTR and the CO for approval within 15 days of receipt of the COTR's comments.

AFGHAN INFO Reporting Requirement:

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

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

Foreign Assistance Framework ("F") and other Reporting

The Contractor shall provide input as requested by USAID, to the Mission's annual Operational Plan (OP), the Mission's Performance Plan and Report (PPR), and USAID Afghanistan's Afghan Info database. The purpose of the Mission's Operational plan, completed each fall, is to set targets for results projected for the following fiscal year. The purpose of the PPR, completed each spring, is to capture results achieved by USAID/Afghanistan during the prior fiscal year and report against targets that were outlined in the OP. Afghan Info is populated at a minimum on a quarterly basis. The dates and deadlines for input will be established by USAID.

As part of its input for these reports, the Contractor is required to set targets for and report on "standard indicators" under the "F" framework, in addition to "custom" indicators that it develops under its PMP. The "F" indicators are subject to change as the "F" process evolves.

The LARA project falls under Program Element 4.6.1, Business Enabling Environment, and Sub-Element 4.6.1.1, Property rights.

Short-Term Consultant Reports

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

Other Project Reports

The Contractor shall prepare and disseminate, as directed in the PWP and by the COTR and approved by the COTR, other reports and deliverables needed to accomplish the purpose of this contract, such as technical reports prepared by in-country staff and short-term consultants, studies of policy and other issues, products, sectors, markets, technologies. etc.

Closeout Plan

The Contractor shall submit a Demobilization Plan 180 days prior to the end date of the award (base or option period) for COTR approval. The Demobilization Plan shall include an illustrative Property Disposition Plan, a plan for the phase-out of in-country operations, a delivery schedule for all reports or other deliverables required under the Contract and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the Contracting Officer.

Final Report

The Contractor shall prepare and submit electronically to the COTR and the CO, no later than the estimated end-date of this contract date, a detailed final/completion report which summarizes the accomplishments and impact in relation to the expected results and PMP, and recommendations regarding future and unfinished work. The report will include, but not be limited to:

- A discussion of the impact of the project as compared to baseline conditions and data and an analysis of Afghanistan's land market overall;
- A description of all institutions and organizations worked with in connection with project components and an evaluation of their strengths and weaknesses;
- A discussion of problems encountered, objectives not fully achieved and lessons learned, and suggest ways to resolve identified constraints;
- Incorporation of any additional/available evaluative data compared to project results and any explanatory background; and
- A final financial report.

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

The COTR is required to document/certify in the official COTR file on a quarterly basis confirming that the contractor is complying with specific reporting/delivery requirements.

F.7 KEY PERSONNEL

A. The Contractor shall furnish the following key positions for the performance of this contract as follows:

Title

Chief of Party

Cadastral Expert

Legal Advisor

Land Conflict Resolution Expert

Land Use Urban Planner

F.8 LEVEL OF EFFORT

The authorized Level of Effort per period of performance to be applied to this contract is as follows:

LOE - LARA

CATEGORY	BASE PERIOD
Long Term Expatriates	
Short Term Home Office	
Short Term Expats	
Long Term CCN Professionals	
Long Term CCN Support Staff	
Short Term CCN	
TOTAL	

CATEGORY	OPTION PERIOD
Long Term Expatriates	
Short Term Home Office	
Short Term Expats	
Long Term CCN Professionals	
Long Term CCN Support Staff	
Short Term CCN	
TOTAL	
GRAND TOTAL BASE+OPTION PERIODS	24,070.00

Long-term advisors are described as individuals on the ground for 45 days or more.

Shorter-term international consultants are described as individuals on the ground for 44 days or less.

The Contract fixed fee is based on delivery of the "Total Level of Effort" specified above. The contract parties agree that there shall be no adjustment of contract fee for variation within +/- 5% from the total person days for each labor category and for the total Program specified lines above.

Over the life of the contract, USAID/Afghanistan estimates a total of approximately 15,510.50 workdays for the basic period and 8,559.50 days for the Optional period.

[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 COTR is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either email, paper or fax versions of the SF-1034 –Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered. (1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

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

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

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

BY: _____
 TITLE: _____
 DATE: _____

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor’s Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all

Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any un-liquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records – Negotiation".

G.2 CONTRACTING OFFICE

The Contracting Office is:

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

G.3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

The Contracting Officer's Technical Representative will be designated by a COTR letter from the Contracting Officer at:

US Agency for International Development
Office of Acquisition and Assistance
Café Compound
U.S. Embassy
Great Masood Road
Kabul, Afghanistan

G.4 TECHNICAL DIRECTION/RELATIONSHIP WITH USAID

(a) Technical Direction is defined to include:

(1) Written directions (including email) 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 COTR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

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

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

(c) In the separately-issued COTR designation letter, the CO designates an alternate COTR to act in the absence of the designated COTR, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: statement of objectives, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The method of transmission of invoices is through electronic medium at the following address: KabulAIDvouchers@usaid.gov. Subject line shall read Contract No. 306-C-00-11-00514-00 LARA, Tetra Tech ARD. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

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

Office of Financial Management
USAID/Afghanistan
Café Compound
U.S. Embassy
Great Masood Road
Kabul, Afghanistan
Email: kabulaidevouchers@usaid.gov

Financial Tracking and vouchering

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

G.6 ACCOUNTING AND APPROPRIATION DATA

MAARD:	306-MAARD-10195	
Appropriation:	7209/141037-90	
Fund Code:	ES-SUP/2009/2010	ES/2009/2010
Program Area:	A19	
Program Element:	A076	
EOCC:	4100301	
CO REFERENCE:	306-SOAG-306-05-0005.00—6	
CO Accounting Line No.	69	82
TOTAL	\$4,000,000.00	

Total Estimated Cost: \$54,583,760.00

Previous Sub-Obligated Amount: \$ 0.00

Sub-Obligation Made by this Action: \$4,000,000.00

TEC Amount Outstanding: \$50,583,760.00

Amount obligated herein is expected to cover project expenditures from the starting date of this Contract until March 31, 2011.

[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 I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

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

H.2 AIDAR 752.7004 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.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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

H.4 AIDAR 752.225-70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 935 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 shall 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 shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (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, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

USAID/Afghanistan has a blanket waiver currently in effect until March 7, 2011, for motor vehicles and long term leases of armored vehicles. A copy of these waiver authorities will be provided to the implementer upon request. Case by case use of the waiver authority will be documented by implementers.

On November 24, 2010, Administrator Shah approved a blanket waiver to authorize local procurement from the cooperating country in an amount of up to \$5 million of commodities and services per USAID award.

The waiver includes:

- Services of host country nationality;
- Commodities of host country source and origin;
- Commodities of host country source and any origin, excluding the foreign policy restricted countries.

These authorities are valid for local procurements in any amount up to \$5 million in commodities and/or services per award; please note that the \$5 million threshold includes procurement by sub-awardees.

All authorities, restrictions and requirements for USAID procurement, funding and programming not specifically included within the scope of this blanket waiver remain otherwise unaffected. For example, existing competition requirements still apply, as do special source and origin rules for restricted commodities and services set forth in 22 CFR 228 and ADS 312 (e.g., motor vehicles, pharmaceuticals, and agricultural commodities, as well as construction or engineering from an advanced developing country).

Approval of this blanket waiver effectively consolidates and builds upon existing waiver authorities for local procurement found in USAID's Source, Origin, and Nationality regulations at 22 CFR 228. USAID operating units are still able to process waivers to authorize cooperating country procurements in excess of \$5 million per award, upon approval of the appropriate and cognizant official as designated by ADS 103.

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 Allied World Assurance Company (Allied). The agent responsible for administration of USAID-funded policies with Allied is Aon Risk Insurance Services, Inc.

Primary Contact

AON
199 Fremont St., Suite 1400
San Francisco, CA 94105
Regina Carter:
Phone: 415-486-7554

Secondary Contact

AON
1120 20th St., N.W., Suite 600
Washington, DC 20036
Ellen Rowan
Phone: 202-862-5306

(b) Current policies written by the former underwriter, CNA (with Rutherford being the agent and not AON), may remain in effect until they expire. Any claims that arise under CNA policies that are valid until 31 December 2010, or earlier, must be submitted to CNA through Rutherford, at the following address:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312
Points of Contact:
Diane Proctor or Sue Somers
(703) 813-6503
Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

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

As prescribed in 728.307-70, for use in all contracts requiring performance overseas:

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

(b) Exceptions.

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

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

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

H.7 AUTHORIZED GEOGRAPHIC CODE

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

H.8 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

ADS 548 mandates that before program-funded activities with an IT component of \$100,000 or more are implemented, all IT-related procurements, application system scopes of work, training programs, contractor proposals, IT needs assessments, hardware/software specifications, software development, and IT-related services (e.g., installation, maintenance, and technical assistance) must be submitted to M/CIO/BCCS for review and approval. M/CIO/BCCS reviews and analyzes the submitted information to ensure that a reliable, scalable, and sustainable information system will be in place at the completion of the project. The contractor will be responsible for submission to M/CIO/BCSS for review and approval prior to submission to the Contracting Officer for approval.

The Contractor will present a list of all NXP and IT property to be acquired for USAID's consideration, review by the Safety and Security Office (SSO), and approval by 30 days after the signature of this Contract.

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS

Contractor key personnel and/or consultants shall have English, and local language proficiency (i.e. Dari, Pashtu), as needed, to perform contract requirement. Note: key personnel are not required to have local language proficiency although it is desirable.

H.11 EXECUTIVE ORDER ON TERRORISM FINANCING

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

the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities.

H.16 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years with the exception of an annual salary increase due as described in (d) of this section

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system or unless the Contracting Officer approves a higher amount in accordance with the 2009 OPM Tables at <http://www.opm.gov/flsa/oca/09tables/indexGS.asp/>

(b) Salaries during Travel

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

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

One annual salary increase not more than 5% (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. No CO approval is required for staff proposed at an increase of no more than 5% if the individual completed a 12 month period at the same base salary, and is consistent with the Contractor's established pay scales for the equivalent classifications of employees. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

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

(f) Initial Salaries

The initial starting salaries of TBD key personnel and/or TBD expatriates whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer.

Per AIDAR 722.170 (b) Compensation, including merit or promotion increases paid to CCN's may not, without the approval of the Mission Director or the Assistant Administrator having program responsibility for the project, exceed the prevailing compensation paid to personnel performing comparable work in the cooperating country as determined by the USAID Mission Local Compensation Plan. CCN whose salaries are considered within the Local Compensation Plan ranges do not need prior USAID approval.

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

(g) Work Week

(1) Non-overseas Employees.

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

(2) Overseas Employee

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

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

Consistent with AIDAR 722.170(b), it is USAID policy that TCN/CCNs who are hired as local employees and whose salaries are 100% financed under an acquisition instrument be compensated in local currency, unless a Mission waiver has been obtained permitting compensation in dollars. Employee agreements or contracts entered into by contractors and CCN/TCNs must reflect a fixed annual or monthly salary, denominated in local currency with a provision for annual salary increases that have been approved by the Contracting Officer through negotiations.

USAID/Afghanistan per Mission Order 302.01 allows for TCN employees to be paid in US dollars. Further, the LCP for the US Embassy provides payments to CCN staff in US dollars. This mission order will be provided to the contractor upon request. The implementer will confirm its intent regarding currency used for payment of TCN/CCN staff for our files.

(i) Definitions

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

services provided under this contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.17 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12) (September 2006)

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

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

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

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

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

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

H.18 ENVIRONMENTAL COMPLIANCE

No activity funded under this program will be implemented unless an environmental threshold determination, as defined by 22 CFR216, has been reached for that activity, as documented in a request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental assessment (EA) duly approved by the Mission Environmental Officer and Bureau Environmental Officer.

If any of the activities carried out by the subcontractors listed above are negatively impacted by GIROA's Decree No. 62, the prime will consult with the COTR and the USAID Contracting Officer prior to signing the subcontract.

H.19 CONSENT TO SUBCONTRACTS

In accordance with Contract FAR clause 52.244-2, Subcontracts, the Contracting Officer consents to award of 4 subcontracts as proposed in the Contractor's proposal which resulted in the award of this Contract to the following firms for the products or services specified here:

Contractor Name

Tetra Tech DPK
dTS
ILS
RDI

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

If any of the activities carried out by the subcontractors listed above are negatively impacted by Presidential decree #62, the prime will consult with the COTR and Contracting Officer prior to signing the subcontract.

H.20 USAID FUNDED CONSTRUCTION

When even a small percentage of USAID funds are used to co-finance a construction project, or even a small construction activity is conducted, USAID requires compliance with the International Building code, review and advance approval by USAID Vertical Structures Unit/Office of Infrastructure, Engineering and Energy (OIEE) and US Government quality assurance oversight during construction.

H.21 USE SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

In accordance with Section 861 of the FY08 National Defense Authorization Act (FY08 NDAA),

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

All contractor personnel must be accounted for in SPOT. Those requiring SPOT-generated Letters of Authorization (LOAs) must be entered into SPOT before being deployed to Afghanistan. If individuals requiring LOAs are already in Afghanistan at the time the contractor engages them or at the time of contract award, the contractor must immediately enter into SPOT each individual upon his or her becoming an employee or consultant under the contract. Contract performance may require the use of armed private security contractor personnel (PSCs). PSCs will be individually registered in SPOT. Personnel that do not require LOAs will still be required to be entered into SPOT for reporting purposes, either individually or using an aggregate tally methodology. Procedures for using SPOT are available at <http://www.dod.mil/bta/products/spot.html>. Further guidance may be obtained from the Contracting Officer's Technical Representative or the Contracting Officer. It is emphasized that SPOT applies to sub-awards and that this provision must be included in all sub-awards at any tier.

H.22 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 intends to and may limit the number of "tiers" that the 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.epls.gov/>

<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>

<http://www.un.org/sc/committees/1267/consolist.shtml>

(e) The contractor 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.

(f) 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.

(g) 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.

(h) 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. 23 GENDER REQUIREMENTS

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

expenditures under the contract supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the contract.

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

[END OF SECTION H]

PART II CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTION	SEP 2007
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	DEC 2008
52.203-14	DISPLAY OF HOTLINE POSTER	DEC 2007
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	APR 2008
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	JUL 2010
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACT	OCT 1997
52.217-5	EVALUATION OF OPTIONS	JUL 1990
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001)	APR 2008
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN	JAN 1999
52.222-3	CONVICT LABOR	JUN 2003
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003

52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222.54	EMPLOYMENT ELIGIBILITY VERIFICATION	JAN 2009
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE US.	MAR 2008
52.227-17	RIGHTS IN DATA – Special Works	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2008
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	MAR 2008
52.232-17	INTEREST	OCT 2008
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
	ALTERNATE I	FEB 2002
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
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE II	APR 1984
52.244-2	SUBCONTRACTS	JUN 2007
	ALTERNATE I	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	FEB 2009
52.245-1	GOVERNMENT PROPERTY	JUN 2007
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.248-1	VALUE ENGINEERING	FEB 2000
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992

752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 2007
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

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

I.3 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.4 52.225-19 Contractor Personnel in Designated Operational Area
/Supporting Diplomatic/Consular Mission Outside United States (Mar 2008)**

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

- (i) In a designated operational area during—
 - (A) Contingency operations;
 - (B) Humanitarian or peacekeeping operations; or
 - (C) Other military operations; or military exercises, when designated by the Combatant Commander; or
- (ii) When supporting a diplomatic or consular mission—
 - (A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or
 - (B) That the Contracting Officer has indicated is subject to this clause.

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

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

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

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

- (A) A country clearance or special area clearance, if required by the chief of mission; and
- (B) Theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must at a minimum—

- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.

(vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense

punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

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

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

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

(i) *Weapons.*

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

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

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

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

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

- (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
 - (k) *Military clothing and protective equipment.*
 - (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
 - (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
 - (l) *Evacuation.*
 - (1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.
 - (2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.
 - (m) *Personnel recovery.*
 - (1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.
 - (2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.
 - (3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.
 - (n) *Notification and return of personal effects.*
-

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

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

(1) In a designated operational area during—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission—

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

I.5 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages *[to be inserted at time of award]*, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "rights in Data – General" clause contained in

this contract) in and to the technical data contained in the proposal dated *[to be inserted at time of award]* upon which this contract is based.

I.6 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

(a) Local procurement involves the use of appropriated funds to finance the procurement of goods and services supplied by local businesses, dealers or producers, with payment normally being in the currency of the cooperating country.

(b) All locally-financed procurements must be covered by source/ origin and nationality waivers as set forth in subpart F of 22 CFR part 228 except as provided for in 22 CFR 228.40, Local procurement.

I.7 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996(Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

I.8 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments. (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect.

When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.9 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of, or from which the Contractor or any subcontractor under this contract is exempt under the laws of, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.10 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference in section H) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR'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). The Contractor shall retain for audit purposes a copy of each travel concurrence.

I.11 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

(a) *Requirements for Voluntary Sterilization Program.* None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(b) *Prohibition on Abortion-Related Activities.*

(1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family

planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not precluded.

(c) The contractor shall insert this provision in all subcontracts.

I.12 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

(a) Contract Reports and Information/Intellectual Products.

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

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

(b) Submission requirements.

(1) Distribution:

(a) At the same time submission is made to the COTR, the contractor shall submit, one copy each, of 3 contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following:

- (i) Via E-mail: docsubmit@dec.cdie.org
- (ii) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Coleville Road, Suite 210, Silver Spring, MD 20910, USA;
- (iii) Via Fax: (301) 588-7787; or
- (iv) Online:

<http://www.dec.org/index.cfm?fuseaction=docSubmit.home>

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

(3) Format:

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

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

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

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

e. The electronic document submission shall include the following descriptive information:

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

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

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

(c) Contractors will be required to submit reports in the form and according to the timetable described in Section F of the contract. Financial data must be reported against the established development-focused budget line and disaggregated by the Program Elements as noted in the line items contained in Section B in addition to any other input-based breakdown required.

I.6 SECURITY

Contractor shall comply with all GIRoA and U. S. Government civilian/ military agency security policies and orders (COM/FRAG) as they relate to Contractor's activities under this contract.

Contractor is advised that, as a result of Presidential Decree #62, security requirements for this Contract must be coordinated through the Afghan Ministry of Interior's Afghanistan Public Protection Force (APPF). At the time of award of this contract, procedures for obtaining security are in transition

and Contractor shall closely monitor APPF procedural requirements and implement changes. Contractor shall initiate discussion with APPF regarding security requirements as soon as possible. The APPF will require Contractor to prepare and submit information on several forms. After receipt, APPF will discuss Contractor's specific security requirements in a personal interview. At the time of award of this contract, the contact persons for this process are Mr. Anwar Aryan, Ministry of Interior's Advisor to the Minister 0700-250-832, anwary@hotmail.com, and Mr. Shir Ali who is the Deputy of Planning Directorate, APPF, 0799-843-165. (Note: Mr. Ali may be more comfortable communicating in Dari). USAID's Security Point of Contact, Mr. Adrian Galarza will assist with the process. His cell phone number is 0799-822-348 and his email is aGalarza@usaid.gov.

The Contractor shall be responsible for providing all life-support and security services required for its personnel deployed to project locations except when it is expressly stated in individual task orders that such facilities and services are to be provided by other means. The Contractor responsibilities shall include all life support, communications, and transportation of materials, personnel, and equipment to work sites unless otherwise specified in the task orders. The Contractor may be required to provide the same life-support and security services for USAID personnel when so specified in a task order. In addition, the Contractor shall be responsible for maintaining the security of its personnel, materials, and equipment.

For each contract, unless otherwise stated, the Contractor shall prepare a comprehensive safety and security plan pertaining to all aspects of its activities and the activities of its employees in the performance of all work related to this contract as well as the off-duty activities of its employees, as those activities relate to performance of contract work, serving in Afghanistan or elsewhere within the region as it relates to performance of the work. The Contractor shall continuously monitor and update this comprehensive safety and security plan by means of qualified and competent staff of personnel. The Contractor shall work closely with and establish liaison and cooperate with all authorized and appropriate safety and security organizations and entities for the protection and safety of its operations and employees.

[END OF SECTION I]