## SOLICITATION/CONTRACT/OFFER FOR COMMERCIAL ITEMS

### OFFER TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

**2. CONTRACT NO.**
AID-308-C-17-03010

**3. AWARD/EFFECTIVE DATE**
03/24/2017

**4. ORDER NUMBER**
N/A

**5. SOLICITATION NUMBER**
SOL-308-17-000021

**6. SOLICITATION ISSUE DATE**
03/01/2017

**7. FOR SOLICITATION INFORMATION CALL:**

<table>
<thead>
<tr>
<th><strong>8. NAME</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>George Boateng</td>
</tr>
</tbody>
</table>

**9. ISSUED BY**
US Aid/Afghanistan, OAA

**10. THIS ACQUISITION IS**
UNRESTRICTED OR SET ASIDE: ☐ FOR:

- ☐ SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- ☐ WOMEN-OWNED SMALL BUSINESS
- ☐ SO 25% ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM

**11. DELIVERY FOR� DESTINATION UNLESS BLOCK IS MARKED**

- ☐ SEE SCHEDULE

**12. DISCOUNT TERMS**

- ☐ SEE SCHEDULE

**13. RATING**

- ☐ SEE SCHEDULE

**14. METHOD OF SOLICITATION**

- ☐ RFP
- ☐ DBR
- ☒ RFP

**15. DELIVER TO**

<table>
<thead>
<tr>
<th><strong>16. ADMINISTERED BY</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>See block 9</td>
</tr>
</tbody>
</table>

**17. CONTRACT/ OFFEROR CODE**

<table>
<thead>
<tr>
<th>HOST NATION PERSPECTIVE SOUTHWEST ASIA (HNPWSA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>423 Georgia Ave SE Apt 100</td>
</tr>
<tr>
<td>Atlanta, GA 30312-3163</td>
</tr>
</tbody>
</table>

**18. PAYMENT WILL BE MADE BY**

- ☐ CODE

**19. PAYMENT ADDRESS**

<table>
<thead>
<tr>
<th>Host Nation Perspectives Southwest Asia (HNPWSA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>423 Georgia Ave SE Apt 100</td>
</tr>
<tr>
<td>Atlanta, GA 30312-3163</td>
</tr>
</tbody>
</table>

**20. SCHEDULE OF SUPPLIES/SERVICES**

<table>
<thead>
<tr>
<th><strong>SCHEDULE OF SUPPLIES/SERVICES</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>See Section B.4</td>
</tr>
</tbody>
</table>

**21. QUANTITY**

<table>
<thead>
<tr>
<th><strong>22. UNIT</strong></th>
</tr>
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<tbody>
<tr>
<td></td>
</tr>
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</table>

**23. UNIT PRICE**

<table>
<thead>
<tr>
<th><strong>24. AMOUNT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

**25. ACCOUNTING AND APPROPRIATION DATA**

<table>
<thead>
<tr>
<th><strong>26. TOTAL AWARD AMOUNT</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>For Gov't Use Only</td>
</tr>
</tbody>
</table>

**27. SOLICITATION INCORPORATES BY REFERENCE FAR 52.215-1, 52.215-4, 52.215-9 AND 52.215-5 ARE ATTACHED. ADDENDA**

<table>
<thead>
<tr>
<th><strong>ARE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ ARE NOT ATTACHED</td>
</tr>
</tbody>
</table>

**28. CONTRACT IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO Issuing Officer. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified.**

<table>
<thead>
<tr>
<th><strong>29. AWARD OF CONTRACT: REF. OFFER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>COPIED TO Issuing OFFICER</td>
</tr>
</tbody>
</table>

**30. DATED:**
03/08/2017

**31. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO Issuing OFFICER. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified.**

<table>
<thead>
<tr>
<th><strong>32. SIGNED BY OFFER/CONTRACTOR</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana Greene</td>
</tr>
</tbody>
</table>

**33. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)**

<table>
<thead>
<tr>
<th><strong>34. DATE SIGNED</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>03/08/2017</td>
</tr>
</tbody>
</table>

**35. DATED:**
03/08/2017

**36. NAME OF CONTRACTING OFFICER (Type or print)**

<table>
<thead>
<tr>
<th><strong>37. DATE SIGNED</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dana Greene</td>
</tr>
</tbody>
</table>

**AUTHORIZED FOR LOCAL REPRODUCTION**
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)

Prepared by GSA - FAR (48 CFR) 52.212
B - Supplies or Services/Prices ................................................................. 3
C - Description/Specifications ................................................................. 4
D - Packaging and Marking ................................................................. 8
E - Inspection and Acceptance ............................................................. 10
F - Deliveries or Performance ............................................................... 11
G - Contract Administration Data ...................................................... 14
H - Special Contract Requirements ..................................................... 19
I - Contract Clauses ............................................................................. 37
ANNEX - INITIAL ENVIRONMENTAL EXAMINATION (Amendment 2) ......... 50
PART I – THE SCHEDULE

SECTION B: SUPPLIES or SERVICES/PRICES

B.1 PURPOSE

The purpose of this contract is to collect, store, inventory, and distribute goods from the military to be used by USAID, implementing partners, charity, and other Embassy agencies and affiliated groups.

B.2 CONTRACT TYPE

This is a Firm-Fixed-Price contract. The contractor will provide the services and deliverables described in Section C “Statement of Work” and comply with all contract requirements.

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

(a) The total estimated cost for the performance of the work required hereunder is including a base period (CLIN 001) and two (2) three-month option periods (CLIN 002 and CLIN 003). The period of performance described in Section F.1. No additional sums shall be payable for any escalation in the price of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the price or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates.

(b) USAID hereby obligates the amount of $ for the performance and completion of the required services as described in this contract. The Contractor must not exceed the amount unless authorized by the Contracting Officer pursuant to the applicable clauses in this contract.

(c) Funds obligated hereunder are anticipated to be sufficient to cover the performance of CLIN 001.

B.4 PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Nrs</th>
<th>Cost Elements</th>
<th>CLIN 001 (Base period)</th>
<th>CLIN 002 (1st option period)</th>
<th>CLIN 003 (2nd Option period)</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Facilities and Other Infrastructures</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Transportation</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Logistics Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Insurance</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Security</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

TOTAL PRICE: $  

[END OF SECTION B]
SECTION C - STATEMENT OF WORK/DESCRIPTION

PROJECT TITLE: SHORT-TERM LOGISTICAL SUPPORT SERVICES

A. BACKGROUND

Due to the decision by the White House to delay the military withdrawal from Afghanistan resulted in the continued presence of troops and the continued need to dispose of their excess property. As a result of the delayed withdrawal of the military in Afghanistan, the USAID mission continued to receive goods from the military, creating an uninterrupted existing inventory. The USAID mission re-evaluated its initial plan to limit the logistical services contract to two years because of the need to access property from military bases that are still in operation for the foreseeable future. Since this change in strategy by President was not foreseen, the mission has an urgent need to put in place a short-term contract to safeguard the inventory and allow for a reasonable time for a smooth transition. A short-term contract will ensure that there is no interruption of logistical services, which could cause serious harm to the Government, as discussed below.

The contract is for the collection, inventory, and distribution of goods from the military to be used by USAID, implementing partners, charity, and other Embassy agencies and affiliated groups. This award will allow for a smooth transition to a long-term successor contract.

B. OBJECTIVES

The objective of this six-month base with two three-month option periods project is to provide open-air staging facility, a warehouse capable of receiving, storage, property management and re-distributing large amounts of property.

C. SCOPE OF WORK

The contractor is required to provide warehousing facility, open-air staging and property management for the purpose of supporting USAID Afghanistan’s efforts to reutilize/distribute property throughout Afghanistan. USAID requires to efficiently and effectively manage/reutilize property to reduced overall costs to the IPs, which will result in substantial savings to USAID and the USG. Transfer of property to host government, charity organizations, as well as disposal of property via destruction, recycling must be considered and planned for.
D. DESCRIPTION OF REQUIREMENTS

1. OPEN-AIR STAGING FACILITY:

The contractor is required to provide a secure open-air staging facility with capacity to receive and distribute property. The facility must meet the following requirements:

(a) Accommodate a minimum of 150 twenty (20) and forty (40) foot containers with additional space for vehicle storage (minimum of 20 vehicles) and disposal area for vehicles that meets the USAID environmental requirements. The size of the warehouse(s) should have capacity of approximately 200,000 cubic meters.

(b) Proper storage provision for office & IT equipment, supplies and materials to be kept on shelves. The stored items must be organized, kept clean, dust-free, and well-lit to facilitate ease access.

(c) Climate controlled warehouse(s) with proper storage such as, shelving, containers, bins, and proper ventilation to control dust and sufficient lighting.

(d) Controlled access by an armed guard, where vehicles are screened with a mirror for potential explosives and passengers are passed through a walk-through metal detector prior to entering the compound.

(e) The staging area must be level and covered in a hard type of surface with drainage to prevent, pooling of water, mud and snow that would cause heavy vehicles to get stuck and clear of any vegetation at all security posts lines of sight.

(f) Must have a perimeter non-climbable wall that is at least 10 feet high and topped with concertina (razor) wire to prevent easy breach of the wall.

(g) The access road into the facility must be capable of handling large heavy containers without risking damage to containers and trucks, or delay their ingress and egress to the facility. The entrance/yard must have the capability to allow for a 40’ tractor/trailer to gain access and maneuver.

(h) At least one method of emergency egress beside the main entry point must be available in case of emergency. The emergency exit must allow for pedestrians to walk on foot but have controlled access.

2. TRANSPORTATION/EQUIPMENT HANDLING

Sufficient moving equipment licensed in Afghanistan is required to transport all sizes of property and containers throughout Kabul. Moving equipment is required for loading and unloading of 20 and 40 foot containers, both empty and filled to capacity. Forklifts
are needed to load and offload shipping pallets and other similar shipping platforms. Cranes maybe required at times for unexpected large property and should be leased on the open market; this should be considered at 6 times during the period of performance.

3. **HELICOPTER LANDING ZONE (HLZ)**

A helicopter landing zone (HLZ) is required for transporting property and USG personnel. The HLZ should be a minimum 100’ X 100’ X 10” reinforced concrete at minimum 300psi. The HLZ must meet the requirements of U.S. Embassy Air and U.S. Marine Corp requirements. The contractor must proposal appropriate upgrades required to meet the minimum requirements described, if the HLZ exists.

4. **SECURITY SERVICES**

The contractor must have a 24/7 armed security guard force, trained and licensed in Afghanistan and proficient in executing the contractors security plan. The property must have a CCTV system that covers key entry/exit points, property staging areas and broader interior and exterior points. The CCTV must have the capability of recording on a DVR for a minimum of 1 month. A back-up DVR and spare parts are required to prevent a break in monitoring and recording. The contractor must proposal appropriate upgrades required to meet the minimum requirements described, if the security services described exists.

The contractor must provide a detailed security plan, which includes the guard force numbers, guard posts and addressing such issues as self-armed personnel and compliance with all Afghanistan registration requirements to carry weapons.

5. **LOGISTICS MANAGEMENT**

The contractor must operate the facility in way that is efficient and effective. The operation of the facility must address the following requirements:

1. A computerized inventory management data system for tracking and accountability of incoming and outgoing property that is capable of generating reports that can be electronically transmitted and viewed with software commonly used to track property (in/out).

2. Adequate tools, equipment, and transport vehicles to facilitate pickup, offloading, uploading, and transportation of property from receiving point in greater Kabul to the staging facility.

3. Safe dismantling and destruction of vehicles that takes into consideration environmental safe guards and proper disposal.
4. Entry procedures that ensure every person and vehicle are screened and authorized for entry prior to physically entering the facility.

5. The contractor must obtain approval to work in Afghanistan, be self-armed with authorization from the Government of Afghanistan, authorized by and access to military installations/bases, and meet the requirements to obtain a DoD CAC.

6. The contractor must plan for a reduction of property and storage containers up to 50% during the period of performance. USAID may request the contractor to obtain various charitable outlets to donate, transfer and move selected property. Disposal of supplies and equipment that has reached its lifecycle and no longer usable, will be disposed and recycled as applicable. Auction of the containers and property should also be considered.

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

D.1 BRANDING STRATEGY

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

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

Activity Name: Logistical Support Services Project

Branding: The Contractor must use full branding and the USAID tagline “From the American People” on materials and communications, which may be translated into local languages as appropriate. Co-branding and no branding will only be considered on a case-by-case basis as considered appropriate by the Contracting Officer’s Representative (COR) and Contracting Officer (CO).

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

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

D.2 AIDAR 752.7009 – MARKING (JAN 1993)

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

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

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

D.3 BRANDING AND MARKING POLICY

The Contractor must comply with the requirements of the USAID “Graphic Standards Manual” available at www.usaid.gov/branding, or any successor branding policy.

D.4 APPROVAL OF CONTRACTOR BRANDIN Plan

The Contractor’s Branding Implementation and Marking Plan dated March 6, 2017 is hereby approved by the Contracting Officer for the life of the Contract, unless otherwise rescinded earlier. The Contractor will follow the plan during implementation of this Contract and will request and obtain waivers from the Contracting Officer when required. Guidance on applying for waiver’s can be found in USAID Automated Directives System Chapter 320, Branding and Marking.

[END OF SECTION D]
SECTION E: INSPECTION AND ACCEPTANCE

FAR 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 address: http://acquisition.gov/far/index.html.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<table>
<thead>
<tr>
<th>NUMBER</th>
<th>TITLE</th>
<th>DATE</th>
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<tbody>
<tr>
<td>52.246-4</td>
<td>INSPECTION OF SERVICES - FIXED-PRICE</td>
<td>AUG 1996</td>
</tr>
</tbody>
</table>

E.1 INSPECTION AND ACCEPTANCE

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

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

Only the Contracting Officer (CO) or Contracting Officer’s Representative (COR) has the authority to inspect, accept or reject any deliverable. All rejected deliverables will be corrected at the contractor’s expense with no additional cost to the government. Final inspection of all deliverables shall be provided in writing by the COR.

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

FAR 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 address: http://acquisition.gov/far/index.html.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

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<tr>
<td>52.242-15</td>
<td>STOP WORK ORDER</td>
<td>AUG 1989</td>
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AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)

This contract incorporated one or more clauses and provisions incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Upon request, the Contracting Officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal Regulations (CFR) located at 48 CFR Chapter 7.

AIDAR 48 CFR CHAPTER 7

<table>
<thead>
<tr>
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<th>TITLE</th>
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<tbody>
<tr>
<td>752-7101</td>
<td>VOLUNTARY POPULATION PLANNING ACTIVITIES</td>
<td>JUN 2008</td>
</tr>
</tbody>
</table>

F.1 PERIOD OF PERFORMANCE

The period of performance of this contract is anticipated to be six (6) months (Base period) and includes two (2) three-month option periods as follows:

CLIN 001: Base period (six months: 03/24/2017-09/23/2017)
CLIN 002: 1st Option period (three months: 09/24/2017-12/23/2017)
CLIN 003: 2nd Option period (three months: 12/24/2017-03/23/2018)

F.2 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS

George Boateng
Contracting Officer
U.S. Agency for International Development
USAID/Afghanistan
Email: gboateng@usaid.gov
A separate Administrative letter issued by the Contracting Officer at the time of contract award will designate the Contract (COR). The Contracting Officer will provide a copy of the COR’s designation letter to the Contractor.

F.3 PLACE OF PERFORMANCE

The place of performance under this Contract is Afghanistan.

F.4 DELIVERABLES AND REPORTING REQUIREMENTS

1. QUARTERLY STATUS REPORT: The contractor shall provide a quarterly status report. The report shall include (1) the number of FEPP received, (2) the number of FEPP distributed, (3) the number of vehicles destroyed and (4) the total number of FEPP inventory and value of FEPP.

The report will be submitted in a standard electronic format via email to the Contracting Officer’s Representative (COR) specified by the CO upon issuance of contract. Copies of this report must accompany the monthly invoice submitted for payment. At the contractor’s option, status reports may be provided on a more frequent basis.

2. DAILY/WEEKLY ACTIVITY REPORT: The weekly activity report shall provide information on security incidences and safety occurrences. The report must be in a standard electronic format via email to the COR.

The COR must be notified immediately of any discrepancies in property listings and condition of property, i.e., property damaged by shipping or not in the condition listed on the shipping documents.

Delays in property FEPP pickup/distribution must be reported and actions taken to remedy the situation.

3. OPERATIONAL MANUAL: The contractor must provide an operational manual within 10 days after award that details the following:
   
   • Key variables in the inventory, tracking and disbursement process
   
   • Description of the quality, performance, and monitoring plan of FEPP. The manual must document property management used to ensure accurate, expedient acceptance and transfer of property from source of origin through staging facility and to organizations authorized by USAID to receive FEPP
   
   • Safety & Security plan that describes how the contractor meets the requirements of USAID.
4. **TRANSITION & CLOSEOUT PLAN:** The contractor must provide a transition and closeout plan 120 days prior to the end of the contract to ensure smooth handover to a successor contract.

5. **FINAL REPORT:** The contractor must provide a final report that at a minimum addresses the following:

   - **Key achievements:** The estimated volume of property transferred to recipients and "turnaround time" from property pick up and arrival at facility to disbursement.

   - **Constraints/challenges:** Challenges encountered such as security environment, etc.

   - **Property/Inventory record:** This should indicate the inventory received and redistributed including the existing inventory to be handed over.

[END OF SECTION F]
SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

All questions concerning the administration of this award must be sent to the Contracting Officer.

It is the responsibility of the Contractor to inform the Contracting Officer of requests that affect any and all sections of this award.

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Office of Acquisition and Assistance (OAA) is:
USAID/Afghanistan
Office of Acquisition and Assistance (OAA)
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

The USAID Contracting Officer is: Mr. George Boateng (gboateng@usaid.gov)

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

G.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) is Mr. Timothy Pruett (tpruett@usaid.gov), Executive Officer. The Alternate COR is Mr. Warren Gray, Deputy Executive Officer (wgray@usaid.gov). The Contracting Officer Representative and the Alternate COR are located at:

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

U.S. Address: see G.2.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

The COR will provide technical direction/oversight to the Contractor in accordance with the terms of his/her designation letter.

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

G.5 ACCEPTANCE AND APPROVAL

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

G.6 PAYING OFFICE

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

G.7 ACCOUNTING AND APPROPRIATION DATA

"GLAAS Requisition No. REQ-306-17-000048

| Amount: | 306 |
| Funding Type: | Bilateral |
| Account ID: | 1 |
| Accounting Line: | 56 |
| Bilateral Obligation Record Number: | 306-SOAG-306-05-0005.00--5 |
| Bilateral Obligation record Type: | CO |
| Accounting Template: | 306-KABUL-FY2014-ES-OCO |
| BBFY: | 2014 |
| EBFY: | 2015 |
| Fund: | ES-OCO |
| OP: | AFGHANISTA |
| Program Area: | A27 |
| Distribution Code: | 306-M |
| Program Element: | A141 |
| Team/Dev: | |
| Benefiting Geo Area: | 306 |
| SOC: | 2320101 |
| Treasury Account Symbol: | 72-1037-000 |

Amount: 306
Funding Type: Bilateral
Account ID: 2
Accounting Line: 39
Bilateral Obligation Record Number: 306-SOAG-306-05-0004.01--7
Bilateral Obligation record Type: CO
Accounting Template: 306-KABUL-SOAG-FY2013
BBFY: 2013
EBFY: 2014
Fund: ES-OCO
OP: AFGHANISTA
Program Area: A27
Distribution Code: 306-M
Program Element: A141
Team/Dev: AFG/PPDO
Benefiting Geo Area: 306
SOC: 2320101
Treasury Account Symbol: 72-1037-000

Amount:
Funding Type: Bilateral
Account ID: 3
Accounting Line: 31
Bilateral Obligation Record Number: 306-SOAG-306-05-0004.01--7
Bilateral Obligation record Type: CO
Accounting Template: 306-KABUL-SOAG-FY2012
BBFY: 2010
EBFY: 2012
Fund: ES-SUP
OP: AFGHANISTA
Program Area: A27
Distribution Code: 306-M
Program Element: A141
Team/Dev: AFG/PPDO
Benefiting Geo Area: 306
SOC: 2320101
Treasury Account Symbol: 72-1037-000

Amount:
Funding Type: Bilateral
Account ID: 5
Accounting Line: 161
Bilateral Obligation Record Number: 306-SOAG-306-05-0005.00--6
Bilateral Obligation record Type: CO
Accounting Template: 306-KABUL-SOAG-FY2013
BBFY: 2013
EBFY: 2014
Fund: ES-OCO
OP: AFGHANISTA
Program Area: A27
Distribution Code: 306-M
Program Element: A141
Team/Dev: AFG/PPDO
Benefiting Geo Area: 306
SOC: 2320101
Treasury Account Symbol: 72-1037-000

Amount:
Funding Type: Bilateral
Account ID: 6
Accounting Line: 107
Bilateral Obligation Record Number: 306-SOAG-306-05-0007.00--1
Bilateral Obligation record Type: CO
Accounting Template: 306-KABUL-FY2014-ES-OCO
BBFY: 2013
EBFY: 2018
Fund: ES-OCO-1
OP: AFGHANISTA
Program Area: A27
Distribution Code: 306-M
Program Element: A141
Team/Dev: AFG/SSR
Benefiting Geo Area: 306
SOC: 2320101
Treasury Account Symbol: 72-1037-000

Amount:
Funding Type: Bilateral
Account ID: 7
Accounting Line: 41
Bilateral Obligation Record Number: 306-SOAG-306-05-0004.01--7
Bilateral Obligation record Type: CO
Accounting Template: 306-KABUL-FY2014-ES-OCO
BBFY: 2014
EBFY: 2015
Fund: ES-OCO
OP: AFGHANISTA
Program Area: A27
Distribution Code: 306-M
Program Element: A141
Team/Dev: AFG/SSR
Benefiting Geo Area: 306
SOC: 2320101
Treasury Account Symbol: 72-1037-000

Amount:
Funding Type: Unilateral
Accounting ID: 8
Accounting Code: None
BBFY: 2017
EBFY: 2018
Fund: OE-OCO
OP: AFGHANISTA
Program Area:
Distribution Code: 306-M
Program Element:
Team/Dev: AFG/EXO
Benefiting Geo Area: 306
SOC: 2320101
Treasury Account Symbol: 72-1000-000

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor’s primary point of contact is Kevin Ofchus and can be reached at:

Telephone number:  
Email address: ko@hnpswa.com

[END OF SECTION G]
SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 AUTHORIZED GEOGRAPHIC CODE

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

H.2 RESERVED

H.3 USAID/AFGHANISTAN RIGHT TO PROTURE FROM OTHER SOURCES (AUG 2016)

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

H.4 RESERVED

H.5 RESERVED

H.6 RESERVED

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

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

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

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

A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S Party Vetting) the IP must complete and submit a "USAID Information Form" for:
   a. Itself, if it is a non-U. S. entity;
   b. Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued cumulatively at $25,000 or more, that is a non-U.S. entity; or
   c. Each key individual that is a non-U.S. entity.

B. For purposes of this requirement, the following definitions apply:
   a. "Non-U.S. entity" means:
i. any non-US citizen or non-permanent legal resident of the United States; or
ii. any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.

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

C. The requirements of paragraph A. of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:
   a. Once a year; or
   b. When there is a change or addition to any entity or person identified in paragraph A.

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

H.9 USAID/AFGHANISTAN USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19) (AUG 2016)

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

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

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

H.10 SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (AUG 2016)

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

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

1. **Arrest** — A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. **Complex Attack** — An attack using multiple means of engagement such as an Improvised Explosive Device (IED) followed by small arms fire
3. **Demonstration** — An organized act of protest against legitimate operations that results in violence or the threat of violence
4. **Harassment** — Interference in legitimate operations by ANSF, RS, or local civilian forces
5. **Indirect Fire (IDF)** — Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)
6. **Improvised Explosive Device (IED)** — A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
7. **Capture** - Illegally or hostile detention by insurgents or criminals for any length of time
   a. **Abduction**: the act of taking someone away by force or fraud
   b. **Kidnapping**: the abduction of a person by force or fraud for use as a hostage
   c. **Hostage**: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.

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

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


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

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

13. **Other** - Negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

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

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

Following the conclusion or solution of the reported incident, a Final Serious Incident Report should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.
H.11 USAID/AFGHANISTAN SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JAN 2016)

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

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

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

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

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

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

(1) Contractor name.
(2) Contact name with phone, fax and email.
(3) Contract number(s).
(4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at $500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
(6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
(7) Report is required even if the contractor did not pay any taxes during the report period.
(8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:
(1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
(2) “Commodity” means any material, article, supply, goods, or equipment.
(3) “Foreign government” includes any foreign governmental entity.
(4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d) Where. Submit the reports to:

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

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

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

H.14 ELECTRONIC PAYMENTS SYSTEM (JUL 2014)

1. Definitions:

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

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

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

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

a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.

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

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


H.15 COMPENSATION FOR COOPERATING COUNTRY NATIONALS (CCNs) IN AFGHANISTAN – ACQUISITION (JUL 2016)

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

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

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

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

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

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

H.16 USAID/AFGHANISTAN ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (DEC 2016)

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

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 nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mobilization, nor demobilization in the event that such employee/Consultant has not completed one (1) full year tenure in Afghanistan.

D. 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.

E. Authorized Work Day/Week:
A five (5) day workweek is authorized for this contract. However, non-oversseas employees/expatriates and/or consultants on temporary duty assignment to Afghanistan are authorized a six-day work week without premium pay. For exceptional occasions, when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five-day workweek, a six-day workweek is authorized for overseas/CCN employees. The Contractor must document these instances and inform the COR with a copy to the Contracting Officer. Payment for CCN employees' work in excess of the normal work week will be made in accordance with the contractor's personnel policies and procedures and in compliance with prevailing local labor laws.

H.17 ADS 302.3.5.8 INSURANCE AND SERVICES (JUL 2016)
a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

(1) AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time
Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

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

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

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

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

1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be $7.50/$100 employee remuneration.
2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be $10.00/$100 employee remuneration.
3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be $12.50/$100 employee remuneration.
4) Employee salary does not include overseas recruitment incentives, post differential, per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance, and other miscellaneous post allowances.
USAID limits the maximum compensation rate applicable to claimants to 200 percent of the current national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at http://www.dol.gov/owcp/dlhwc/nawwinfo.htm.

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

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

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

**H.18 USAID/AFGHANISTAN PRESS RELATIONS (DEC 2016)**

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

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

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

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

B. If an IP determines and MoU with the GOA is beneficial to the implementation of activities funded by USAID, the IP must request their AOR/COR to draft and negotiate that MoU between USAID and the GOA. The request should describe at a minimum:
a. how large or important a role the GOA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
b. previous experience or status of current relations with the GOA unit entity;
c. any relevant US legislation; and
d. the advantages to be gained from formally memorializing the terms of the assistance relationship with the GOA entity.

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

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

H.20 USAID/AFGHANISTAN LANGUAGE REQUIREMENTS (AUG 2016)

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

H.21 RESERVED

H.22 RESERVED

H.23 RESERVED

H.24 ADS 302.3.8.10 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JUL 2014)

a) Definitions

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

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

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

b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:
(1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and

(2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

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

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

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

H.25 RESERVED

H.26 ENVIRONMENTAL COMPLIANCE
1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID’s activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID’s Automated Directives System (ADS) Parts 201.5.10g and 204 (http://www.usaid.gov/policy/ADS/200/), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. Offeror/contractor environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this RFP/contract.

1b) In addition, the contractor/recipient must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter shall govern.

1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO). (Hereinafter, such documents are described as “approved Regulation 216 environmental documentation.”)

2) An Initial Environmental Examination (IEE) [IEE # OAPA-17-MAR-AFG-0015] has been approved for the Project funding this RFP/contract. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The offeror/contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation/award.

4a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID Cognizant Technical Officer and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, shall review all ongoing and planned activities under this contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

4b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it shall prepare an amendment to the documentation for USAID review and approval. No such new activities shall be undertaken prior to receiving written USAID approval of environmental documentation amendments.

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.
When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor shall:

5a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor shall prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan shall include monitoring the implementation of the conditions and their effectiveness.

5b) Integrate a completed EMMP or M&M Plan into the initial work plan.

8a) USAID anticipates that environmental compliance and achieving optimal development outcomes for the proposed activities will require environmental management expertise. Respondents to the RFP should therefore include as part of their proposal their approach to achieving environmental compliance and management, to include:

8b) The respondent’s approach to developing and implementing an IEE or EA or environmental review process for a grant fund and/or an EMMP or M&M Plan – dated 09/20/2016.

8c) The respondent’s approach to providing necessary environmental management expertise, including examples of past experience of environmental management of similar activities.

8d) The respondent’s illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, offerers should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

H.27 RESERVED

H.28 USAID/AFGHANISTAN IMPLEMENTATION OF EXECUTIVE ORDER 13224 ON TERRORISM FINANCING (AUG 2016)

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.

H.29 USAID/AFGHANISTAN COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DEC 2016)
USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the Contractor has been convicted of a narcotics offense or has been engaged in drug trafficking as defined in 22 CFR Part 140. This provision must be included in all subcontracts/sub-awards issued under this contract/agreement.

**H.30  ADS 302.3.4.12 LOGISTIC SUPPORT AND GOVERNMENT FURNISHED FACILITIES OR PROPERTY (AUG 2016)**

The Contractor is responsible for furnishing all logistic, facility, and personnel support in the United States and overseas.

**H.31  USAID/AFGHANISTAN COMPLIANCE WITH ADS 302.3.6.6 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES (AUG 2016)**

The Contractor is hereby authorized to purchase the following equipment and/or resources:

[None]

**H.32  ADS 302.3.5.13 ACCESS TO USAID FACILITIES AND USAID’S INFORMATION SYSTEMS (AUG 2013)**

a) A U.S. citizen or resident alien engaged in the performance of this award as an employee, consultant, or volunteer of a U.S firm may obtain access to USAID facilities or logical access to USAID’s information systems only when and to the extent necessary to carry out this award and in accordance with this provision. The contractor’s employees, consultants, or volunteers who are not U.S. citizen as well as employees, consultants, or volunteers of non-U.S. firms, irrespective of their citizenship, will not be granted logical access to U.S. Government information technology systems (such as Phoenix, GLAAS, etc.) and must be escorted to use U.S. Government facilities (such as office space).

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

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

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

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

H.33 ADS 302.3.5.19 USAID-FINANCED THIRD-PARTY WEB SITES (AUG 2013)

(a) Definitions:

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

Third-party Web sites include project sites.

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

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


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

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

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

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

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

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

(c) For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to http://www.usaid.gov

H.34 USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEB 2016)

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

H.35 USAID/AFGHANISTAN COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUG 2016)
(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

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

[END OF SECTION H]
SECTION I: CONTRACT CLAUSES

FAR 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 address: [http://acquisition.gov/far/index.html](http://acquisition.gov/far/index.html).

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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This contract incorporated one of more clauses and provisions incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Upon request, the Contracting Officer will make their full text available. Also, the full text of all AIDAR solicitation provisions and contract clause is contained in the Code of Federal

AIDAR 752.252-2 AIDAR CLAUSES INCORPORATED BY REFERENCE (MAR 2015)
Regulations (CFR) located at 48 CFR Chapter 7.

**AIDAR 48 CFR CHAPTER 7**

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**I.1 FAR 52.204-1 APPROVAL OF CONTRACT (DEC 1989)**

This contract is subject to the written approval of USAID/Afghanistan and shall not be binding until so approved.

**I.2 FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017) - ALTERNATE 1 (JUL 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

1. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of
Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:


(5) (Reserved)


[1] (10) (Reserved)


[1] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).


[1] (13) (Reserved)


[1] (16) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)).


(19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).


(22) 52.219-28, Post Award Small Business Program Rerepresentation (JUL 2013) (15 U.S.C. 632(a)(2)).

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (DEC 2015) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (DEC 2015) (15 U.S.C. 637(m)).


(26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (OCT 2016) (E.O. 13126).

(27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(28) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).


(34) \(52.222-54\), Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (Removed)

**Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the *Federal Register* advising the public of the termination of the injunction.

(36) \(52.222-60\), Paycheck Transparency (Executive Order 13673) (OCT 2016).

(37)(i) \(52.223-9\), Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of \(52.223-9\) (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) \(52.223-11\), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) \(52.223-12\), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) \(52.223-13\), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of \(52.223-13\).

(41)(i) \(52.223-14\), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of \(52.223-14\).


(43)(i) \(52.223-16\), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).


(ii) Alternate I (JAN 2017) of 52.224-3.


(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.


(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).


(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).


[X] (57) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (JUL 2013) (31 U.S.C. 3332).

[X] (58) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).


[X] (ii) Alternate I (APR 2003) of 52.247-64.

(d) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).


[X] (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair


\[ \text{(8)} \] 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

\[ \text{(9)} \] 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\[ \text{(10)} \] 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\[ \text{(11)} \] 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

\[(d)(1)\] Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (c)(1) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-


(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (NOV 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
(vi) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).


(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.


(xii) [ ] (A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13627).

[ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).


(xv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvii) (Removed)

Note to paragraph (e)(1)(xvii): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
(xviii) **52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).**

(xix)(A) **52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).**

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) **52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).**

(xxi) **52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).**

(xxii) **52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.**

(xxiii) **52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.**

(2) While not required, the Contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

I.3 **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (JAN 2017) - ALTERNATE II (JAN 2017)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) **52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).**
(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).


(End of clause)

[END OF SECTION I]
INITIAL ENVIRONMENTAL EXAMINATION

Amendment 2

PROGRAM/ACTIVITY DATA

Country Code: 306  
Program Area: N/A  
Assistance Objective: N/A  
Intermediate Results: N/A  
Country or Region: Afghanistan  
Activity Name: Logistical Support for Foreign Excess Personal Property (FEPP)

Funding Period: 2/1/2014 - 9/23/2017  
Life of Project Amount: [Redacted]  
IEE Prepared by: Timothy Pruett  
Date: 2/23/2017

IEE Amendment (Y/N): Y, Original IEE: OAPA-14-DEC-AFG-0013, BEO concurrence on 12/16/2013  
Amendment 1: OAPA-17-OCT-AFG-0001, BEO concurrence on 10/20/2016

ENVIRONMENTAL ACTION RECOMMENDED:

Categorical Exclusion [ ] Deferral [ ]
Positive Determination [ ] Negative Determination [ ]
Negative Determination With Conditions [X] Exemption [ ]
Climate Change
Vulnerability Risk None [ ] Low [X] Medium [ ] High [ ]

1.0 PURPOSE and ACTIVITY DESCRIPTION

1.1 Purpose

The purpose of Amendment 2 to the IEE for Warehouse and Logistical Support for Foreign Excess Personal Property (FEPP) is to:

1. Cancel the 18 months extension which was approved under IEE amendment 1.
4. Reduce the Life of Project funds from [Redacted]...
5. Accelerate the distribution, recycling and destruction of 90% of property in the warehouse facility to be completed by 9/23/2017.

There are no other changes except what is stated above. All conditions, limitations and the stipulation for revisions established in the original IEE and Amendment 1 remain in force throughout the life of project (LOP).

1.2 Activity Description

During the six month bridge contract, the contractor is required to provide a climate controlled, dust free warehousing facility, open-air staging for property, containers, vehicles and provide property management for the purpose of supporting USAID Afghanistan’s efforts to reutilize/distribute a limited amount of property throughout Afghanistan. USAID requires to efficiently and effectively manage/reutilize property to reduced overall costs to the IPs, which will result in substantial savings to the USG.

In order to reduce the current inventory, transfer of property to other U.S. Government agencies, host government, charity organizations, auction, as well as disposal of property via destruction and recycling must be considered and included in the bridge contract. The contractor will be required to coordinate with any new contractor, security and the move of the remaining FEPP inventory from the current location to a new location within the Green Zone per SOW (as applicable).

2.0 Environmental Recommendations

Activities and their potential impact on the environment and applicable 22 CFR 216 (Reg. 216) citation and conditions, as applicable are summarized below.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Potential Environmental Impact</th>
<th>Reg. 216 Citation and Conditions</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storage of FEPP in warehouse or open air storage facility</td>
<td>No significant impact if Conditions are implemented</td>
<td>Negative Determination with Conditions: Implementer shall provide evidence that FEPP will be stored in a safe way and that the implementer shall follow all national and provincial environmental laws and regulations. Special attention must be paid to the proper storage of any FEPP items with greenhouse emitting substances in accordance with international standards. In the event that FEPP must be disposed prior to redistribution to IPs, the implementer shall dispose of the FEPP in accordance with relevant local legislation and/or USAID rules and regulations. Any waste oil and other hazardous liquids shall be stored and disposed of in a manner</td>
</tr>
</tbody>
</table>
that conforms with international standards and Afghan environmental law. Waste oil shall not be transferred to local entities who lack capacity to refine and/or incinerate it according to international standards.

Any storage, staging, disposal, or transport of pesticides, including microbicides, must comply with the 2016 USAID/Afghanistan Programmatic Pesticide Evaluation Report and Safer Use Action Plan available at http://gemini.info.usaid.gov/repository/pdf/49436.pdf. Mitigation and monitoring measures shall be included if pesticides are to be used under this project.

| Staging of FEPP to present to IPs for redistribution | No significant impact if Conditions are implemented | Negative Determination with Conditions: Implementer shall provide evidence that FEPP will be staged in a safe way and that the implementer shall follow all national and provincial environmental laws and regulations. Special attention must be paid to the proper handling of any FEPP items with greenhouse emitting substances in accordance with international standards. In the event that FEPP must be disposed prior to redistribution to IPs, the implementer shall dispose of the FEPP in accordance with relevant local legislation and/or USAID rules and regulations. Any storage, staging, disposal, or transport of pesticides, including microbicides, must comply with the 2016 USAID/Afghanistan Programmatic Pesticide Evaluation Report and Safer Use Action Plan (PERSUAP) available at http://gemini.info.usaid.gov/repository/pdf/49436.pdf. Mitigation and monitoring measures shall be included if pesticides are to be used under this project. |
| Destruction of armored vehicles | No significant impact if Conditions are implemented | Negative Determination with Conditions: Implementer shall provide evidence that vehicles will be destructed and the destructed vehicles shall be disposed of in a safe way and that the implementer shall follow all national and provincial environmental laws and regulations. Special attention must be paid to the proper containment of oil and other contaminants, as well as the safety of workers involved in the destruction. |
Disposal of FEPP

No significant impact if Conditions are implemented

Negative Determination with Conditions:
In the event that FEPP must be disposed prior to redistribution to IPs, the implementer shall dispose of the FEPP in accordance with relevant local legislation and/or USAID rules and regulations. Special attention must be paid to the proper disposal of any FEPP items with greenhouse emitting substances in accordance with international standards. The implementer shall identify and provide opportunities for recycling. Items that cannot be recycled must be disposed of in a government-approved facility.

Any storage, staging, disposal, or transport of pesticides, including microbicides, must comply with the USAID/Afghanistan Programmatic Pesticide Evaluation Report and Safer Use Action Plan (PERSUAP) available at http://gemini.info.usaid.gov/repository/pdf/49436.pdf. Mitigation and monitoring measures shall be included if pesticides are to be used under this project.

Transport of FEPP from locations in Kabul to the storage facility and the recipient IPs

No significant impact if Conditions are implemented

Negative Determination with Conditions:
Implementer shall provide evidence that FEPP will be transported in a safe way and that the implementer shall follow all national and provincial environmental laws and regulations. Special attention must be paid to the proper handling of any FEPP items with greenhouse emitting substances in accordance with international standards.

Provision of potable water and sanitation facilities for the workers

No significant impact if conditions are adhered to

Implementer will provide safe drinking water and sanitation facilities to male and female workers

Table 1. Proposed program activities and recommended threshold decisions.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Threshold Decision</th>
</tr>
</thead>
<tbody>
<tr>
<td>Disposal of FEPP</td>
<td>No significant impact if Conditions are implemented</td>
</tr>
<tr>
<td>Transport of FEPP from locations in Kabul to the storage facility and the recipient IPs</td>
<td>No significant impact if Conditions are implemented</td>
</tr>
<tr>
<td>Provision of potable water and sanitation facilities for the workers</td>
<td>No significant impact if conditions are adhered to</td>
</tr>
</tbody>
</table>

4.0. ENVIRONMENTAL RECOMMENDATIONS

Recommended Action: Negative Determination with Conditions

A negative determination with conditions is recommended for all FEPP activities per 22 CFR 216.3(a)(2)(iii). These include the storage, staging, disposal, and transport of FEPP, as well as the provision of space for the destruction of armored vehicles. The conditions are that the activities are appropriately screened and the mitigation plans implemented and monitored at the site to avoid/minimize unintended negative environmental impacts. The site-specific mitigation
and monitoring plan approved by the MEO on 11/17/2016 shall be updated as necessary within 15 days of signing of the award.

5.0 REVISIONS

Pursuant to 22 CFR 216.3(a)(9), if new information becomes available which indicates that activities to be funded by the project might be "major" and the project’s effect "significant," or if additional activities are proposed that might be considered "major" and their effects significant, this IEE will be reviewed and revised by the originator of the project and submitted to the BEO/OAPA for approval and, if appropriate, an environmental assessment will be prepared. It is the responsibility of the USAID COR/AOR to keep the Mission Environmental Officer, USAID/Afghanistan and the BEO/OAPA informed of any new information or changes in scope and nature of the activity that might require revision of the IEE.
APPROVAL OF RECOMMENDED ENVIRONMENTAL ACTIONS

Warehouse and Logistical Support for Foreign Excess Personal Property (FEPP), IHE Amendment 2

Contracting Officer’s Representative (COR)  
Clearances:  
Timothy Pruett  
Date: 03-01-2017

Office Director/SM  
Anna Kats  
Date: 3-1-2017

Mission Environmental Officer  
Harry Bottenberg  
Date: 2/27/2017

Regional Environmental Advisor/  
C & S Asia and OAPA  
Andrei Baranik  
Date: 3/01/2017

Resident Legal Officer  
Maram Talaat  
Date: 3/4/17

Deputy Mission Director  
Tania Halman-Sanchez  
Date: 3/5/2017

Mission Director  
Herbert Smith  
Date: 3/7/17

Concurrence:  
Date: 3/7/17

Bureau Environmental Officer for OAPA  
Gordon Weymann  
Date: 3/7/17

PCN: OAPA-17-MAK-AFC-0015

DISTRIBUTION: MEO, COR/AOR, OAA, RLO