AWARD/CONTRACT	1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 | 2
2 CONTRACT (Proc. Inst. Ident.) NO AID-306-C-12-00002		3 EFFECTIVE DATE See Block 20C	4 REQUISITION/PURCHASE REQUEST/PROJECT NO REQ-306-12-000003

5 ISSUED BY	CODE	AFGHANISTAN	6 ADMINISTERED BY (If other than Item 5)	CODE
USAID/Afghanistan Office of Acquisition & Assistance				

7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, County, State and ZIP Code)	8 DELIVERY ☐ FOB ORIGIN ☒ OTHER (See below)
AECOM INTERNATIONAL DEVELOPMENT INC 2101 WILSON BLVD STE 700 SUITE 700 ARLINGTON VA 22201-3060	9. DISCOUNT FOR PROMPT PAYMENT
	10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ▶ | ITEM
CODE | FACILITY CODE	

11. SHIP TO/MARK FOR	CODE	AFGHANISTAN	12 PAYMENT WILL BE MADE BY	CODE	AFGHANISTAN/OFM
USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180			USAID/Afghanistan Office of Financial Management 6180 Kabul Place Dulles, VA 20189-6180		

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION	14 ACCOUNTING AND APPROPRIATION DATA
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )	306

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	Continued				
	15G TOTAL AMOUNT OF CONTRACT ▶				$177,054,663.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. ☒ AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print) Torge Gerlach, Chief Operating Officer	20A. NAME OF CONTRACTING OFFICER Michael Asfkouri
19B. NAME OF CONTRACTOR BY [redacted] (Signature of person authorized to sign)	19C. DATE SIGNED 12/7/11
20B. UNITED STATES OF AMERICA BY [redacted] (Signature of the Contracting Officer)	20C. DATE SIGNED DEC - 7 2011

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Prescribed by GSA
FAR (48 CFR) 53.214(a)

NAME OF OFFEROR OR CONTRACTOR

AECOM INTERNATIONAL DEVELOPMENT INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 072663321 Competitive Contract with a 3 year ceiling of $177,054,663 for stabilization in Key Areas (SIKA) EAST Delivery Location Code: AFGHANISTAN USAID/Afghanistan 6180 Kabul Place Dulles, VA 20189-6180 BBFY: 2010 EBFY: 2012 Fund: ES-SUP OP: AFGHANISTA Prog Area: A06 Dist Code: 306-M Prog Elem: A025 Team/Div: AFG/PRT BGA: 306 SOC: 4100100				
0001	Stabilization in Key Areas (SIKA) East Incrementally Funded Amount: [redacted]				
0002	Option year Amount: [redacted] (Option Line Item) 06/08/2013				Option

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SECTION B: SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of this contract is to promote stabilization in key areas by supporting the GIRoA at the district level, while coordinating efforts at the provincial level, to implement community led development and governance initiatives that respond to the population's needs and concerns in order to build confidence, stability, and increase the provision of basic services. Work will focus on key districts prioritized the United States Government (USG) Regional Platform-East (RP-E) and aligned with the GIRoA Key Terrain District (KTD), District Delivery Program (DDP) and other priority districts as determined by the relevant provincial governments. The purpose of this contract is further defined in Section C, Statement of Objectives.

B.2 CONTRACT TYPE

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

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

a) The estimated cost for the 18-month base period of the performance of the work required hereunder, exclusive of fee is [redacted] The fixed fee is [redacted] The estimated cost plus fixed fee is [redacted]

b) The estimated cost for the 18-month option period of the performance of the work required hereunder, exclusive of fee is [redacted] The fixed fee is [redacted] The estimated cost plus fixed fee is [redacted]

c) Within the estimated cost plus fixed fee specified in paragraph (b) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee) for performance hereunder is [redacted] The Contractor shall not exceed the aforesaid obligated amount.

d) Funds obligated hereunder are anticipated to be sufficient for performance through June 7, 2012.

B.5 INDIRECT COSTS

For the Prime Contractor:

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

Type of Rate: [redacted]
Period: [redacted]

3/ Base of Application: [redacted]

Type of Rate: [redacted]
Period: [redacted]

4/ Base of Application: [redacted]

Type of Rate: [redacted]
Period: [redacted]

[redacted]

For Major Subcontractor(s):

International Relief and Development (IRD):

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

Description	Rate	Base	Type	Period
Fringe	[redacted]	1/	1/	1/
Overhead	[redacted]	2/	2/	2/

1/ Base of Application: [redacted]
Type of Rate: [redacted]
Period: [redacted]

2/ Base of Application: [redacted]

Type of Rate: [redacted]
Period: [redacted]

"Major subcontractor(s)" are those subcontractors whose proposed costs exceed 20 percent of the contract value."

B.6 COST REIMBURSABLE

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

B.7 PAYMENT OF FIXED FEE

Payment of fixed fee, subject to FAR 52.216-8, may be made upon receipt of a proper invoice. Subject to FAR 52.216-8, Fixed Fee, shall be allocated based upon the proportion of the labor provided over the period covered by the invoice. In the event that the contractor does not provide the total Level of Effort stipulated in the contract budget, the total amount of fixed fee will be reduced in similar proportion.

[END OF SECTION B]

SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

Stabilization in Key Areas – East (SIKA-East Program)

C.1 PURPOSE AND PROGRAM WORK LOCATIONS

The objective of the SIKA-East program is to promote stabilization in key areas by supporting the GIRoA at the district level, while coordinating efforts at the provincial level, to implement community led development and governance initiatives that respond to the population's needs and concerns in order to build confidence, stability, and increase the provision of basic services.

Bamiyan	Ghazni
Nuristan	Paktia
Parwan	Paktika
Kapisa	Wardak
Laghman	Logar
Nangarhar	Panjshir
Kunar	Khost
Kabul	

C.2 SCOPE

Work will focus on key districts prioritized by the United States Government (USG) Regional Platform-East (RP-E) and aligned with the GIRoA's Key Terrain Districts (KTD), GIRoA's District Delivery Program (DDP) districts and other priority districts as determined by the relevant provincial governments.

C.3 BACKGROUND

Population's Perception of GIRoA

Based on a survey conducted by the Asia Foundation in 2010, Afghans in general still trust their traditional shuras, Provincial Councils and Community Development Councils more than in public administration to solve their problems.

	Confidence (%) (Great deal + Fair amount)				
	2006 (%)	2007 (%)	2008 (%)	2009 (%)	2010 (%)
Afghan National Army	87	88	89	91	91
Afghan National Police	86	83	82	84	79
ISAF/International Security Assistance Force	84	74	76	70	71
Community Shuras/Jirgas	-	71	69	67	66
Provincial Councils	-	69	63	62	62
Community Development Councils	-	64	63	64	61
Parliament	-	-	-	-	59
Public administration	-	61	58	57	57
Newspapers/print media	77	62	63	62	57
National NGOs	57	59	61	61	55
Government Ministries	-	58	58	55	54
Independent Election Commission	65	-	57	62	54
International NGOs	57	65	61	66	54
The Government Justice System	38	48	46	46	48
The Municipality	-	48	42	46	46
Political parties	44	39	43	47	43
Local militias	31	33	36	37	34

Additionally an independent impact evaluation of the Ministry of Rural Rehabilitation and Development's National Solidarity Program (NSP) Phase II in 2010 also confirmed that tribal elders and Community Development Councils (CDCs) continue to play a more significant role in local governance, as well as with dispute resolution than formal GIRoA structures.

Although there have been improvements in the lives of Afghans at the district level (greater attendance in schools, improved economic circumstances, increased agricultural outputs), these improvements are not seen as coming from legitimate district level authorities. If Afghanistan is to have long-term stability the problem of addressing low public trust in their district and provincial leaders must be addressed. The confidence of the population is key to the survival and sustainability of military and development efforts. Confidence and trust between communities and district/provincial leaders can be built with positive involvement that creates better service delivery and good governance. It is believed that this confidence will only come about if the population sees that improvements in their lives are coming from GIRoA officials and not from other external sources.

GIRoA's Stabilization Initiatives

GIRoA has made substantial efforts to achieve stabilization at the district level, and where GIRoA services, initiatives or capacities already exist, SIKA will work within these established frameworks to further enhance their capacity and help implement community led development and governance initiatives. The two principle GIRoA bodies that focus on stabilization and sub-national governance are the Ministry of Rural Rehabilitation and Development (MRRD) and the Independent Directorate of Local Governance (IDLG).

MRRD:

MRRD's approach to stabilization is to empower people, build unity within communities, and inculcate democracy at the grassroots level—while maintaining the ultimate goal of building the population's confidence towards Afghan institutions. MRRD's two primary programs that utilize this approach are the National Solidarity Program (NSP) and the National Area Based Development Program (NABDP). NSP was created in 2003 to develop the ability of Afghan communities to identify, plan, manage and monitor

their own development projects. Through the promotion of good local governance, NSP works to empower rural communities to make decisions affecting their own lives and livelihoods, and these empowered rural communities collectively contribute to increased human security. NSP is inclusive in that it supports entire communities, including the poorest and most vulnerable people. Communities elect their leaders and representatives through a transparent and democratic process to form voluntary Community Development Councils (CDCs), which serve as gateways for all village-level rural development in Afghanistan.

NSP has mobilized close to 70% of Afghanistan's rural communities, and more than 25,000 villages have elected CDCs. CDCs help to prioritize development needs, and collectively they have planned, managed, and monitored over 55,000 community-driven rural reconstruction and development subprojects. NSP recently initiated its third phase, which aims to achieve national coverage by establishing 16,000 new CDCs, and incorporates a High Risk Areas Strategy that will assist the program's implementation in the country's most insecure areas.

While NSP works at the village level, it is complemented by NABDP—MRRD's primary stabilization initiative at the district level. NABDP commenced as a joint initiative of MRRD and UNDP in 2002, with the goal of contributing to a sustainable reduction of poverty and an improvement of livelihoods in rural Afghanistan. NABDP utilizes District Development Assemblies (DDAs), comprised of representatives of clustered CDCs, to create District Development Plans (DDPs). NABDP's current phase is designed as a priority recovery and economic regeneration program in complex emergency contexts. NABDP aims to link districts as part of GIRoA's comprehensive agricultural and rural development strategy, as well as continue its focus on strengthening DDAs as the primary conduit for stabilization initiatives and social and economic development planning at the district level.

One of NABDP's key areas of focus is achieving stabilization through enhanced economic livelihoods, which addresses problems of operating in conflict and post-conflict environments. NABDP is currently building upon current successes in promoting comprehensive area-based approaches in Kandahar, Helmand and border provinces, which promoted greater community ownership through community-based contracting. These operating platforms encompass a number of economic generation models and schemes—all of which should have a stabilizing influence at the district level.

MRRD and NABDP recognized that sporadic development was mainly due to insecurity, and that without development, security would not improve. For this reason, MRRD and NABDP developed the Kandahar Model, which from 2007 onwards, has allowed for a high level of project implementation success in Kandahar—typically considered a difficult development environment. This success has been achieved via a new implementation modality, featuring decentralization of procurement and financial procedures coupled with community contracting. MRRD's approach for greater community participation in the design and implementation of development activities through NSP and NABDP (by using CDCs and DDAs) has provided a platform for strengthened sub-national governance. Through direct participation, the voices of the people can directly feed into the planning and budgeting framework making decision making more transparent and accountable, while also increasing the population's confidence in their district level GIRoA entities.

One of GIRoA's main goals is to enhance its credibility and build people's confidence in their government. In order to achieve this, the government needs to increase its visibility and demonstrate that it can deliver effectively on the ground. This process is ongoing and has proven successful, as demonstrated by the Kandahar Model. Both military and civilian authorities have stated that they believe that development work has contributed to the stability of the province, a perception that has been backed up by a 2007 NABDP impact assessment that reported improved security in areas developed by MRRD. Having cultivated a relationship built on trust between MRRD and communities, communities have been

able to ensure the security of MRRD engineers and facilitators visiting the districts for the implementation of the projects. Assurance of security is fixed in a written agreement. The Kandahar Model has demonstrated that CDCs and DDAs serve to establish a coherent mobilized platform upon which further development work can be channeled effectively. The main bulk of work regarding the management of projects is carried out at the regional level by the provincial MRRD office. This approach (community development council facilitation, trust-building, rapid decision making, reduction of red tape, strengthened regional mandate) combined with the contracting of community councils and assemblies, often without the involvement of external commercial companies or NGOs, has led to rapid implementation of district level projects.

IDLG:
The District Delivery Program (DDP) is an Afghan-led, inter-ministerial initiative designed to establish or improve the presence of the Afghan government in recently secured districts by supporting district government efforts to respond to the needs of their constituents by building the government's capacity to deliver basic services. The program places competent government officials from critical service delivery ministries in districts to implement integrated packages of basic government services, including health, education, agriculture extension and justice, as well as basic infrastructure, and supports the Afghan government through this process to ensure success and sustainability. DDP trains provincial and district officials, establishes management systems within the Afghan government to increase accountability, and implements performance-based monitoring measures to ensure quality service delivery. While IDLG coordinates DDP, the delivery of basic services is implemented through the relevant government service ministries. DDP's goal is to demonstrate to the Afghan people that their government is strengthened and able to deliver services by filling the majority of government tashkils, establishing a present and representative district council, enabling and empowering local government, and meeting the needs of the population. DDP should build on MRRD's stabilization and development efforts to create a foundation for economic stability and sustainable infrastructure.

The Afghanistan Social Outreach Program (ASOP) creates District-level Community Councils (ASOP DCCs) that aim to strengthen security and peace, improve the effectiveness and responsiveness of service delivery and serve as the local governing council. Councils are selected through a traditional jirga process, and are expected to practice collective decision making and build community solidarity. The Program ensures communication and collaboration between government and communities. ASOP has created over 100 district community councils in many unstable districts of Afghanistan. Until District-level elections are held, the councils created under ASOP are intended to be the key bodies at the district level that will facilitate interaction between communities and government, including on security matters.

<u>USAID's Stabilization Initiatives</u>
In FY2006, USAID/Afghanistan established the Local Governance and Community Development (LGCD) program to promote and establish linkages between provincial governments and local communities in priority districts determined by USAID Field Program Officers, their local Provincial Reconstruction Teams (PRTs) and GIRoA counterparts. This 'bottoms up' program sought to address causes of instability at the community level in selected districts and assist the local citizenry, along with provincial and district level governments, to develop the institutions, processes and projects to create a stable environment for long-term political, economic and social development.

Despite successes at the community level with the LGCD project, violence continues and it is believed that a lack of donor and GIRoA attention at the *district level* is still problematic. There are two main causes of instability: lack of development and a concurrent lack of good governance. These two causes of instability, coupled with a lack of district level focus threaten to erode the legitimacy of provincial governments being able to expand their authority and deliver basic services throughout their provinces. A

credibility gap exists throughout the East that prevents community level confidence in district level governments. It is believed that this thereby fuels the insurgency and creates instability. This broken 'mid-link' between GIRoA at the provincial level and local communities undermines the ability of provincial governance to expand their authority and legitimacy with the populace. Recognizing this, efforts to promote District level formal authorities (such as District Governors and their staffs) along with their informal shuras, CDCs, DDAs, and ASOP DCCs is a priority for both the United States and GIRoA.

The focus of SIKA-East is therefore to assist district level government (through coordination at the provincial level) in responding to the population's needs and concerns to better instill confidence and build stability. This will be accomplished by building capacity at the district level and supporting institutions that are Afghan-led and who work at the district level. Afghan-led institutions are defined as District Governors and GIRoA bodies—specifically MRRD and IDLG and their respective CDCs, DDAs, ASOP DCCs, and where none exist, traditional district shuras. For the purpose of this requirement, the aforementioned bodies will be collectively referred to as "District Entities".

The Contractor shall specifically identify the appropriate District Entities with whom to partner, as well as how it will work within the already established frameworks of the District Entities to build GIRoA capacity at the district level. Both MRRD and IDLG complement each others' stabilization/development and sub-national governance objectives, and by working within these frameworks, SIKA will provide an opportunity to further strengthen and build their capacity in an effort to enhance GIRoA's visibility and credibility, while demonstrating that GIRoA can deliver basic services effectively at the district level. Furthermore, by complementing these national programs, SIKA will help to reinforce GIRoA's capacity, ownership and service delivery.

C.4 STRATEGIC LINKAGES

The USAID/Afghanistan Post Performance Management Plan for 2011-2015 addresses the extreme fragility, insecurity and poverty of Afghanistan. USAID/Afghanistan's mission is to support the rapid transition of Afghanistan to a more stable and productive state through the promotion of democracy, rule of law and sustainable economic and social development that is responsive to citizen needs.

The primary objective of the SIKA-East program is to promote good governance and service delivery in targeted districts with the intended effects of reducing the impact of the insurgency and promoting stability. Under the Foreign Assistance Framework, this program supports the following objectives:

Functional Objective 6: Peace and Security:

Program Element 6.1: Conflict Mitigation and Peace and Reconciliation Process: Reduce the threat or impact of violent conflict and promote peaceful resolution of differences, mitigate violence if it has already broken out, or establish a framework for peace and reconciliation that includes both men and women.

Program Sub-Element 6.1.2: Peace Dividends: Support quick impact, results based activities required to demonstrate the positive impact of a peace process, operation or other event, such as mobilizing small grants for communities and local governments; ensuring delivery of services, generating employment for potential spoilers and managing expectations.

Program Sub-Element 6.2.1: Peace Structures: Create substitute mechanisms in the absence of formal peace and in the midst of peace processes in order to meet the needs of people affected by conflict. Provide capacity building and training support to the parties in the conflict, develop knowledge, attitudes and practice surveys; engage local communities in the peace process; and serve as a connector between

the national process and people. Support informal – most often civil society driven – multi-stakeholder confidential or public dialogues that facilitate dialogue and stimulate the exchange of ideas between the nation's political stakeholder groups including civil society and community actors in a constructive, inclusive forum.

C.5 OBJECTIVES AND RESULTS

Strategic Objective	Afghans have increased confidence in their District level government, leading to the expansion of GIRoA provincial authority and legitimacy.
Program Objective	To assist GIRoA officials at the district and provincial levels to respond to the population's development and governance concerns to better instil confidence and build stability.
Intermediate Results(IRs) Required	1. Provincial and district entities increasingly address sources of instability and take measures to respond to the population's development and governance concerns 2. Provincial and district entities understand what organizations and provincial line departments work within their geographic areas, what kind of services they provide, and how the population can access those services. 3. Provincial authorities improve their ability to communicate with district entities in order to help them better understand their population's needs and prioritize basic service delivery interventions. 4. Provincial authorities are able to improve basic service delivery by using GIRoA, CDCs, DDAs and ASOP DCCs, which gain capacity to plan, design, implement and monitor projects, with a focus on labor-intensive projects or productive infrastructure.

a) **Intermediate Result 1:** Provincial and district entities increasingly address sources of instability and take measures to respond to the population's development and governance concerns

There is general consensus among government officials and the international community that one of the main obstacles to increasing the basic abilities of District Entities to govern, is to systematically understand and be able to identify what is driving instability in their districts. USAID established the District Stability Framework (DSF) to assist aid personnel and military personnel in stability programming. The DSF is a program management framework that provides tools for analyzing a

district-specific context, planning stability activities, monitoring impact, and coordinating the collective efforts of multiple actors in a district. The Contractor must develop a localized version of the DSF for training and programming purposes that meet the specific needs of districts, and incorporate baseline stability trend indicators that are included in the DSF. District entities must be trained to analyze sources of instability in their districts.

The DSF process will also consider the following points at the district level:

- Increasing accountability of district entities
- Conflict resolution mechanisms and training in conflict resolution
- Enhanced dialogue on security and governance issues between provincial and district entities and councils / shuras (link with Afghan Local Police (ALP), Afghan Peace and Reintegration Program (APRP), Ministry of Interior (MoI), etc.)
- Provincial and district entities' capacity to follow up and act upon requests from councils/shuras on security and governance issues
- Provincial and district entities' capacity to manage expectations

b) Intermediate Result 2: Provincial and district entities understand what organizations and provincial line departments work within their geographic areas, what kind of services they provide, and how the population can access those services.

Provincial and district entities need assistance to thoroughly survey their targeted districts and better identify which GIRoA line departments are active and effective at delivering services to the community level. Additionally, provincial and district entities also need assistance to understand which donors, NGOs, International Organizations and military are active in their districts in order to effectively partner with them to provide basic service delivery for communities.

c) Intermediate Result 3: Provincial authorities improve their ability to communicate with district entities in order to help them better understand their population's needs and prioritize basic service delivery interventions.

Communities continue to perceive provincial and district entities as not being effective representatives of GIRoA, which leads to a lack of trust at the district level. Innovative strategies must be developed to build the capacity of the provincial level to communicate better with District Entities and enhance existing GIRoA frameworks that provide dialogue on development needs. Provincial and district Entities must not only communicate information to their communities, but they must also be able to communicate more effectively with each other. Emphasis must be placed on promoting a bottoms-up communications process, which links MRRD-developed DDPs to the overall provincial development planning process.

d) Intermediate Result 4: Provincial authorities are able to improve basic service delivery by using GIRoA, CDCs, DDAs and ASOP DCCs, which gain capacity to plan, design, implement and monitor projects, with a focus on labor-intensive projects or productive infrastructure.

An exigent need exists to support the new Sub-National Governance Policy developed by IDLG, and to put District Entities (CDCs, DDAs, ASOP DCCs, etc.) in the lead with support from their provincial government. This will enable District Entities to identify district level issues and support them with resources to solve the problems identified by their communities. This will also enable them to leverage existing GIRoA programs or funds, relevant ongoing USAID programs, and/or other donor-led initiatives at the provincial level. SIKA will provide grants under contract (also known by MRRD as community contracting) for community projects that are not available through other funding mechanisms.

Results to be achieved in the Base and the Option period are exactly the same. Each year, the contractor will be given the opportunity to develop work plans with adjustments made to the results framework to be achieved as conditions evolve on the ground.

C.6 ADDITIONAL RESULTS

a) Afghan First: The SIKA-East Program must advance the US Mission-ISAF "Afghan First" policy:

Afghan organizations must be given priority for all sub-contracts, grants, and procurements. Exceptions to Afghan First procurements will require specific justification by the Contractor. The SIKA-East program will work directly with the sub-national elements of the GIRoA and in some of the most remote and insecure districts in east Afghanistan. For many Afghans, the SIKA-East program will facilitate the first positive contact they will have with GIRoA. The program will work to strengthen the GIRoA at the district level, while coordinating efforts at the provincial level, by putting them in the lead on activities and making them responsible throughout the project cycle.

b) Afghanization:

Afghanization in the SIKA-East context is defined as supporting, mentoring, and empowering the GIRoA, as well as developing sustainable systems and institutionalizing processes within the GIRoA to allow them to continue program activities after the close of the contract. Following the USG strategy in Afghanistan, the GIRoA (in this case District Entities are defined as District Governors, their staffs, CDCs, DDAs, ASOP DCCs or traditional shuras, as well as the relevant provincial line ministries) will have substantial decision making authority over the activities in this contract by taking the lead with the contractor's oversight and advice on planning, design, implementation, monitoring and evaluation. It is critical that District Entities be given a lead role in SIKA-East so that they can better enhance their capacity to develop work plans and project designs. In the context of this program, District Entities (in coordination with the provincial level government) must be seen by the populace as listening to their requests, addressing their concerns, providing elected bodies with the tools and resources to decide on their own development priorities, and providing support in project design, implementation and monitoring. The Contractor shall discuss how buy-in from the District Entities (in coordination with the provincial level government) will be achieved and will allow this program to support and enhance, but not do the work for, the GIRoA.

The focus of SIKA-East is on training, mentoring and building capacity of GIRoA employees, as well as CDCs, DDAs, and ASOP DCCs. The GIRoA has requested that USAID provide experienced rural development experts that have experience working in a variety of settings and can advise on applying best practices and appropriate models of sub-national governance and rural development in the Afghanistan context.

c) Regionalization:

It is envisioned that SIKA-East will be field driven to adapt and learn from district level realities. This program will align with the USAID Mission structure and will have the COTR based at Regional Platform East at Bagram Airfield (BAF). All program management and administrative duties will be performed by the COTR at Bagram. The volatile and fluid

nature of the conditions in Afghanistan will require creativity, flexibility and agility. SIKA-East must be able to react to changing conditions. The Contractor shall understand the USAID's regionalization efforts and understand that staff will be living in remote districts in rural conditions. Staff placed in the field will have to expect a high level of coordination and communication with USAID Activity Managers and their civil-military counterparts as well as Task Forces and Regional Platform-East where the program will be directed.

d) Adherence to the USG Governance Strategy For Afghanistan:

The U.S will support Afghan efforts to develop more capable, accountable and responsive national and sub-national governance. A key tenet of the strategy is for **"GIRoA to have a more visible, positive presence throughout the nation through improved service delivery and reduced corruption."** Article 4 of the strategy specifically states that civil service capacity building should be delivered in an integrated fashion to link national ministries and executive offices to sub national line departments and provincial and district governors' offices. In the context of this program, SIKA-East will strengthen the ability of District Entities to deliver services to the Afghan people honestly and accountably, by partnering them with their provincial level government counterparts (line departments, Governors Offices and Provincial Councils) and strengthening links between them. The contractor must put forth particular emphasis on the responsibilities of both the IDLG and MRRD and Independent Administrative Reform and Civil Service Commission (IARCSC) in District level governance and development. Guiding principles:

Afghan Ownership:

In support of Article IV (1) Afghan ownership in the context of the SIKA-East program must "be seen as an extension of the GIRoA, not as increased foreign presence and must work within Afghan structures". In order to ensure collaboration and buy in by GIRoA, the SIKA-East program must demonstrate that critical program activity decisions, such as project staffing and programmatic approaches are jointly done with GIRoA.

SIKA's design component is its direct partnership with MRRD in which it will work to strengthen MRRD's District Entities (DDAs) while coordinating with the provincial level government Provincial Rural Rehabilitation and Development (P-RRD) office. Therefore, the Contractor must exactly facilitate this partnership based on the below criteria:

- In districts where DDAs already exist, the Contractor shall be required to work within the existing framework and methodology of NABDP and the Kandahar Model (see Background section).
- The Contractor shall help facilitate the P-RRD Director and staff to work together with the DDAs to plan, design and budget development projects.
- The Contractor shall help build capacity within P-RRD offices, specifically with respect to engineers and community mobilizers, so that P-RRD can effectively implement projects at the district level.
- The Contractor shall also help build the capacity of DDAs through training opportunities to enhance their capacity in planning, project design, project implementation, monitoring, and conflict resolution.
- Service delivery will focus on the existing GIRoA programs and institutions and not result in parallel institutions or processes. Focus must be paid to the NABD-P model of community contracting (through direct grants to CDCs and DDAs).

- Where SIKA is working with CDCs and DDAs, the monitoring and evaluation will be done by ASOP DCCs and District Governors, along with the P-RRD.
- In areas where CDCs and DDAs do not exist, the Contractor shall work with other District entities for project planning, design, implementation, monitoring and evaluation.

By coordinating at the provincial level to more efficiently deliver services at the district level, SIKA will not only have a stabilization impact in the short term, but it will help assist the transition to more sustainable longer-term development.

SIKA will also coordinate with IDLG's District Delivery Program (DDP). The Contractor must facilitate this relationship based on the below criteria:

- In those districts where DDP is present, SIKA must work with IDLG to coordinate and align its efforts to avoid any duplication.
- SIKA resources may be directed to contribute to DDP projects; SIKA can either set the conditions ahead of a DDP district rollout, or directly boost a DDP district by stepping up the development intervention with projects that are community based and have a longer-term impact.
- SIKA will work with the provincial level government to determine in which districts it will work.

SIKA will need to coordinate with other appropriate line departments at the provincial level (as determined by district level needs) to ensure that key districts receive attention in the delivery of national programs:

- The Contractor shall work as needed with other ongoing GIRoA development programs (such as the Ministry of Public Health's Basic Package of Health Services and the Ministry of Education's EQUIP program that builds education infrastructure) that help contribute to increasing the population's confidence towards the government.

- **Demand Driven:** SIKA-East assistance must be deployed at the provincial and district levels in accordance with supporting the needs of District Entities for service delivery.
- **Capacity Development:** SIKA-East should focus on longer-term, institutional development of District Entities, while also helping the provincial level government (especially the relevant line ministries, such as the Department of Rural Rehabilitation and Development (RRD) and other key provincial line departments) demonstrate responsiveness and efficiently to deliver specific outcomes. IDLG's significant role in leading sub-national governance reform at the provincial and district levels must also be a focus to ensure political and governance linkages with stabilization.
- **Effectiveness:** The SIKA-East program reports to both the GIRoA and USAID on the impact of its work. All monthly and quarterly reports submitted to USAID will be shared in the local language and in English with District Entities, provincial level government, and the relevant national bodies, specifically MRRD and IDLG.

C.7 GENDER REQUIREMENTS

Congress has mandated that USAID programs address the needs and protect the rights of Afghan women and girls, including efforts undertaken to prevent discrimination and violence against

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

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

[END OF SECTION C]

SECTION D PACKAGING AND MARKING

D.1 AIDAR 752.7009 MARKING (JAN 1993)

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

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

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

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

D.2 BRANDING STRATEGY

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

Program Name: Stability in Key Areas (SIKA)

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

Desired Level of Visibility: USAID identity must be prominently displayed in: commodities or equipment; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, 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.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 8, 2007) at http://www.usaid.gov/policy/ads/300/320.pdf; and USAID "Graphic Standards Manual" available at www.usaid.gov/branding, or any successor branding policy.

[END OF SECTION D]

SECTION E INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

E.2 INSPECTION AND ACCEPTANCE

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

E.3 MONITORING AND EVALUATION PLAN

Monitoring and evaluation programs should be utilized in order to assess the impact of the programs and whether or not objectives are being achieved and if they should be adjusted. The Contractor will input all required information into the USAID Afghan Info System (or any successor database) on a quarterly basis.

[END OF SECTION E]

SECTION F DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is 18 months base period with an 18 months option period. The effective date of this contract is the date of the Contracting Officer's Signature on block (20 C) on the cover page.

F.3 PLACE OF PERFORMANCE

Performance of this contract will be principally in the east region of Afghanistan.

F.4 DELIVERABLES

In addition to other required reports and deliverables in this Contract, the Contractor shall deliver the following:

SUMMARY OF CONTRACT DELIVERABLES TO COTR

Mobilization Plan	The Mobilization Plan shall be submitted to the COTR within 15 calendar days of the award.
Work Plan	The Work Plan shall be submitted to the COTR within 30 working days of the award with quarterly reviews occurring on a rolling basis.
Baseline Collection Plan	Baseline data for conditions at the start of the project (plan for collecting baseline due within 15 working days of contract award)
Grants Manual	The Grants Manual shall be submitted to the CO and the COTR within 30 working days of the award and shall be approved by the Contracting Officer.
Public Relations, Communications and Outreach Strategy	The Public Relations, Communications and Outreach Strategy shall be submitted to the COTR within 45 working days of the effective date of the award.
Branding and Marking Plan	The Branding and Marking Plan shall be submitted to the COTR within 45 working days of the award
Performance Management Plan	The Performance Management Plan (PMP) shall be submitted to the COTR within 60 working days of the award.
District Projects Portfolios (DPPS)	The District Project Portfolios (conditions based) shall be submitted to the COTR on a rolling basis for approval once each district reports that the first 3 IRs have been met.
[illegible]	[illegible]
Weekly Bullet Points	Weekly Bullet Points shall be submitted to the COTR by 12:00 Noon each Thursday
Monthly Reports	Monthly Reports shall be submitted to the COTR and MRRD SIKA POC on the 15th of each month.
Quarterly Reports	Quarterly Reports shall be submitted to the COTR and MRRD SIKA POC no later than 30 calendar days after the end of the quarterly reporting period
Quarterly Financials and Workdays Reporting	The Quarterly Financials and Workdays Reporting shall be submitted to the COTR no later than 30 calendar days after the end of the quarterly reporting period
[illegible]	[illegible]
Demobilization plan	The Demobilization Plan shall be submitted to the COTR no later than 90 days prior to demobilization commencing.

F.5 LEVEL OF EFFORT

The total estimated level of efforts under this contract is [redacted] workdays for the Base Period (18 months), and [redacted] workdays for the Option Period (18 months), for each long-term international advisor. Long-term advisors are described as individuals on the ground for 42 days or more (this is based on eligibility of post differential).

The Long Term Cooperative Country National (CCN) level of efforts under this contract is [redacted] workdays during the life of the contract.

Shorter-term international consultants are described as individuals on the ground for 41 days or less. Total workdays estimated for short-term consultants including the home office support are [redacted] workdays during the life of the contract.

Short-term CCNs are estimated [redacted] LOE days during the life of the contract.

F.6 PERFORMANCE STANDARDS

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

a) Quality

- Quality and effectiveness of the Contractor's long-term key personnel, other non-key long-term professionals, and short-term specialists.
- Qualitative improvements in district government performance measures related to the four Intermediate Results expected.
- Quality and effectiveness of Technical Assistance given to District Entities and other partner organizations.
- Extent to which open, transparent relations are established between District Entities, with provincial governments, donors and partners.

b) Cost Control/Effectiveness

- Actual costs incurred against the Contractor's cost proposal.
- Relative percentage of program delivered as income/wages directly to beneficiaries.

c) Timeliness of Performance

- Long Term and Short-term technical assistance are identified and fielded in a timely manner.
- Ability of the Contractor to take corrective action to compensate for delays which were outside the Contractor's control.
- Timeliness of documents or reports submitted to donors and GIRoA.

d) Satisfaction of Relationship with Donors

- Understanding of, and adherence to, USAID regulations and procedures.

- Effectiveness in working with USAID representatives at the District, Provincial and Regional Platform levels.
- Effectiveness in partnering with GIRoA national ministries and provincial governments in partnering to support District Entities.
- Effectiveness in bringing critical issues/constraints to the attention of donors and proposing appropriate solutions."

F.7 REPORTS

In addition to the requirements set forth for submission of reports in Section I and AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall provide the following to the designated COTR in section G:

1. **Mobilization Plan:** The contractor shall submit a mobilization plan detailing the timeframe for deploying staff, setting up additional offices, procuring vehicles and office equipment, and initiating work activities in new provinces/districts.

2. **SIKA-East Program Work Plan:** A SIKA-East Work Plan shall focus through a results framework on how the program objective and four intermediate results will be achieved. This work plan will outline the details of how project implementation and planning will be handled program wide. Based on a rolling assessment process, the contractor will review Work Plans on a quarterly basis and make any programming adjustments required, jointly with the COTR and MRRD.

3. **Grants Manual:** Within thirty days after the award of the SIKA-East contract is made, the Contractor shall submit their Grants Manual for review. The Contractor shall request Grants under Contract (GUC) component, to provide grants to district entities. Inclusion of the grants program is considered essential to the activities of the Contractor in achieving the overall strategy and expected results of the program. The Contractor shall submit a Grants Manual and an accompanying easy to use activity flow chart in order to specify how they will administer the Grants under Contract GUC to achieve results.

4. **Public Relations, Communications and Outreach Strategy:** The public outreach, communications and outreach strategy will include information dissemination on work related activities to the public, all USG actors in Afghanistan and Washington DC, and to GIRoA; as well as public relations work activities such as the organizing of events to celebrate the initiation and completion of activities, newsletters, fact sheets, websites, weekly bullets, press releases, success stories, and lessons learned.

5. **Branding and Marking Plan:** The contactors shall submit a Branding and Marking Plan that adheres to the USAID Branding and Marking requirements and will inform how all projects branding and marking will be implemented. It is expected that all sub-projects will be branded unless a waiver is requested from the USAID Mission Director. It is also expected that GIRoA will be co-branded for all projects. USAID's COTR may request that this plan is updated during the life of the project.

6. **District Project Portfolios (DPPs):** Work plans under SIKA-East will be developed on a district basis in close coordination with the USAID Activity Managers, District Entities, GIRoA at the provincial level, and the interagency team at RP-East and dependent first on the achievement of the three contract results at the district level. Once a District reports that the first three Intermediate Results (I.Rs) have been met, the District Project Portfolios will be submitted.

7. **Demobilization Plan**: The Contractor shall submit a demobilization plan to the COTR for approval. The demobilization plan shall include an illustrative property disposition plan, a plan for phase out of in-country operations, a delivery schedule for all reports or other deliverables required under the contract and a timetable for completing all required actions in the demobilization plan, including the submission date of the final property disposition plan to the contracting officer.

F.8 PROGRESS REPORTING REQUIREMENTS

1. **Weekly Bullet Points:** Weekly Bullet Points must be program focused and highlight in a succinct format the highlights and lowlights of events and project progress for that week and provide a "forward looking" view of important milestones or events coming up within the SIKA-East contract. Quality, news worthy photos shall also be included when possible. SIKA-East staff will also be required to provide additional information on the Weekly Bullet Points as requested by USAID.

2. **Monthly Reports:** These reports are designed to keep the On Site Monitors, the Platform and MRRD informed of all ongoing program information and results disaggregated by Intermediate Results (IRs) in narrative format, along with province and district with GPS coordinates included for each project conducted. Monthly reports also will include a section that outlines how the contract objective and Intermediate Results have been achieved that month and measure effectiveness in reaching program indicators. Additionally Monthly Reports shall be designed to be reported to Provincial and District Entities for their continual awareness of how the program is performing in their Districts.

3. **Quarterly Reports:** The main thrust of the quarterly report is to discuss progress towards the indicators and intermediate results in the Performance Monitoring Plan and a section outlining how the contract objectives have been achieved that quarter. These reports will discuss progress made during the previous quarter, problems encountered when not routine, successes or anecdotes worthy of highlighting, and good practices for programming in less-permissive areas. Quarterly Reports must include USAID-approved Success Stories in the approved USAID format. Quarterly reports will be submitted to MRRD and GIRoA authorities at the provincial and district level and be used for briefings for Governors and sub-national GIRoA representatives.

4. **Quarterly Financial and Workdays Reporting**: These reports shall contain a summary page that reflects financial and level of effort (workdays ordered) expended for the quarter by location (district) and cost categories in the task order budget, showing cumulative expenditures to date, and a variance analysis. The variance analysis shall use the detailed cost proposal submitted for the contract award, or any revision made for a subsequent contract budget revision (authorized by the CO), as the baseline budget plan, and, as requested, shall be able to explain significant actual expenditure variance in relation to the detailed baseline. The contractor shall also include a brief note on any significant or accrued expenditures for the quarter that have not yet been billed to the contract, along with the specific amount involved, to enable the COTR to accurately track the order expenditure rate.

5. **Final Report**: The Contractor shall submit a detailed final report within 30 calendar days of contract completion, which will include but not be limited to:

    i. Financial report showing, by line item, the amounts expended.

ii. Summary of accomplishments achieved under this contract tied to the contract objective and Intermediate Results.
iii. Clearly show how the contract objectives and PMP have been accomplished or not and why.
iv. Discussion of problems encountered and where objectives were not achieved.
v. Lessons learned.
vi. Suggestions concerning desirable future and follow-on projects, if any.
vii. Description of all, District entities to include GIRoA and non-GIRoA partners along with Afghan non-governmental organizations which whom the Contractor worked with and an evaluation of their strengths and weaknesses.
viii. Index of all reports and information products produced under this contract.

F.9 DATABASE REPORTING REQUIREMENTS

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

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

F.10 KEY PERSONNEL

a. The following positions are designated as Key Personnel:

Chief of Party (COP)
Deputy Chief of Party (DCOP)
Grants, subcontracts, and Compliance Manager

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

c. USAID does not have any preference as to whether the COP or DCOP are U.S. or Afghan staff, however, given the size, scope, geographic reach, and complexity of this program USAID expects both of these key personnel to have the appropriate qualifications and experience to be able to manage a complex USG program with a large grants component. Training and mentoring of local Contractor staff remains important, but the focus of SIKA-East is on providing support to district level enteritis.

d. The key personnel are expected to fulfill the following responsibilities and meet the following desired

minimum qualifications:

Chief of Party

Responsibilities:

- Design and develop targeted strategies to respond to local governance and district stabilization issues.
- Lead program implementation and oversee all technical and managerial decisions related to projects, partnerships, staffing, budgeting, finances, training, and donor relations.
- Provide technical guidance in relevant program areas.
- Ensure that the program provides appropriate, timely and accurate results reporting and performance monitoring.
- Develop partnerships with GIRoA, PRTs, DSTs, donors, implementers, NGOs and stakeholders to foster donor coordination.
- Others identified by the Contractor, in support of the SIKA-East objectives outlined above.

Desired Minimum Qualifications:

- Advanced degree from an accredited university in a relevant field preferred.
- Prior Chief of Party experience on similar, international, donor –funded programs.
- 7 years of professional development experience that includes knowledge in technical areas such as decentralization, local governance, and rural development and stabilization programming.
- Ability to advise GIRoA and tribal officials at the district and provincial levels.
- Prior experience supervising and managing staff.
- Strong interpersonal and communication skills.
- Ability to identify and implement creative and practical approaches to overcome local governance challenges.
- Fluency in English (written and spoken).

Deputy Chief of Party

Responsibilities:

- Ensure proper administration of the program and facilitate technical aspects of design, construction and implementation of projects (in concert with the COP).
- Provide technical guidance and serve as a subject matter expert in at least one relevant technical area.
- Develop partnerships with GIRoA, PRTs, DSTs, donors, implementers, NGOs and stakeholders to foster donor coordination.
- Coordinate the development, implementation and reporting on detailed implementation plans.
- Track and report quarterly on programmatic achievements and financial management indicators.
- Provide regular and constructive feedback to program staff; serve in a supervisory role.

Desired Minimum Qualifications:

- Advanced degree from an accredited university in a relevant field preferred.
- Prior international donor experience on similar projects.
- 5 years of applicable technical and professional experience.

- Prior experience supervising and managing staff.
- Strong interpersonal and communication skills.
- Ability to identify and implement creative and practical approaches to overcome governance and stabilization challenges.
- Fluency in English (written and spoken).

Grants, subcontracts, and Compliance Manager

Responsibilities:

- Control and oversight of the grant application, approval, implementation, and close-out processes;
- Control and oversight of the contract development, approval, implementation, and close-out processes;
- Compliance with USAID regulations and policies;
- Ensuring inclusion and mentoring of relevant GIRoA partners in all processes related to sub grants and sub contracts.
- Organization and tracking of all grant and contract documents;
- Support and mentoring of provincial staff
- Monitor individual grant/contract budgets, and overall grant/contract expenditures by province as well as regions.
- Ensure due diligence that reimbursement requests are valid and allowable; and
- Provide consistent and accurate data on grant/contract activities for Afghan Info database entry.

Desired Minimum Qualifications:

- At least ten years of supervisory and management experience, including finance, budget management, or grants/ subcontracts management;
- At least five, preferably ten, years of relevant grants/ contracts Management experience, including strategic planning, program operations, and systems management;
- Demonstrated knowledge of relevant regulations and compliance requirements related to international assistance programs;
- Knowledge of construction contracting;
- Experience contracting with non-US firms;
- Language and cultural skills are strong assets.

F.11 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)

Contract Reports and Information/Intellectual Products

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer Technical Representative (COTR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic

reports covering periods of less than a year are not to be submitted.

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

b. Submission requirements.

(1) Distribution

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

(A) Via E-mail: docsubmit@usaid.gov
(B) Via U.S. Postal Service:
Development Experience Clearinghouse
M/CIO/KM
RRB M.01
U.S. Agency for International Development
Washington, DC 20523

or
(C) Online: http://dec.usaid.gov

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

(2) Format

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

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

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

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

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

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

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
(C) Any other necessary information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

[END OF SECTION F]

SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

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

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

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

BY:_____
TITLE:_____
DATE: _____

b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instruction provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be

provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

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

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

G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

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

U.S. Address:

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

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

The COTR will be designated by a designation letter from the Contracting Officer upon award.

G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

a) Technical Directions are defined to include:

1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

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

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

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

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

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

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

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

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

c) In the separately-issued Contracting Officer's Technical Representative Designation letter, the CO designates an alternate Contracting Officer's Technical Representative to act in the absence of the designated Contracting Officer's Technical Representative, in accordance with the terms of the letter.

d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the Contracting Officer's Technical Representative shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any

other person other than the Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The preferred method of transmission of invoices is through electronic medium at the following address: KabulAIDevouchers@usaid.gov. Subject line shall read AID-306-12-C-00002. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy.

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

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

Financial Tracking and vouchering

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

[END OF SECTION G]

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

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

H.2 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992)

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

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

H.3 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

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

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

a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code "000" unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

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

(1) Military equipment,
(2) Surveillance equipment,
(3) Commodities and services for support of police and other law enforcement activities,

(4) Abortion equipment and services,
(5) Luxury goods and gambling equipment, or
(6) Weather modification equipment.

c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

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

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3-Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is Allied World Assurance Company (Allied). The agent responsible for administration of USAID-funded policies with Allied is Aon Risk Insurance Services, Inc.

Primary Contact

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

Secondary Contact

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

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

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

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

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

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

b) Exceptions:

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

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

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

H.7 AIDAR 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)

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

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

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

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after

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

H.8 AIDAR 752.7001 BIOGRAPHICAL DATA (JULY 1997)

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

(1) All individuals to be sent outside of the United States, or

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

H.9 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

H.10 AIDAR 752.7015 USE OF POUCH FACILITIES (JULY 1997)

a) Use of diplomatic pouch is controlled by the Department of State. The Department of State has authorized the use of pouch facilities for USAID contractors and their employees as a general policy, as detailed in paragraphs (a)(1) through (a)(7) of this section; however, the final decision regarding use of pouch facilities rests with the Embassy or USAID Mission. In consideration of the use of pouch facilities as hereinafter stated, the Contractor and its employees agree to indemnify and hold harmless the Department of State and USAID against loss or damage occurring in pouch transmission.

1) Contractors and their employees are authorized use of the pouch for transmission and receipt of up to a maximum of 2 pounds per shipment of correspondence and documents needed in the administration of foreign assistance programs.

2) U.S. citizen employees of U.S. contractors are authorized use of the pouch for personal mail up to a maximum of one pound per shipment (but see paragraph (a)(3) of this section).

3) Merchandise, parcels, magazines, or newspapers are not considered to be personal mail for purposes of this clause, and are not authorized to be sent or received by pouch.

4) Official mail as authorized by paragraph (a)(1) of this clause should be addressed as follows: Individual or Organization Name, followed by the symbol "C", city Name of Post, U.S. Agency for International Development, Washington, D.C. 20523-0001.

5) Personal mail pursuant to paragraph (a)(2) of this section should be sent to the address specified in paragraph (a)(4) of this section, but without the name of the organization.

6) Mail sent via the diplomatic pouch may not be in violation of U.S. Postal laws and may not contain material ineligible for pouch transmission.

7) USAID contractor personnel are not authorized use of military postal facilities (APO/FPO). This is an Adjutant General's decision based on existing laws and regulations governing military postal facilities and is being enforced worldwide. Posts having access to APO/FPO facilities and using such for diplomatic pouch dispatch, may, however, accept official mail from Contractors and letter mail from their employees for the pouch, provided of course, adequate postage is affixed.

b) The Contractor shall be responsible for advising its employees of this authorization and these guidelines and limitations on use of pouch facilities.

c) Specific additional guidance on use of pouch facilities in accordance with this clause is available from the Post Communication Center at the Embassy or USAID Mission.

H.11 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

The USAID Administrator approved a blanket waiver authorizing local procurement from the cooperating country in an amount of up to $5 million of commodities and services under this award effective as of November 24, 2010.

H.12 AIDAR 752.225-71 LOCAL PROCUREMENT (FEB 1997)

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

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

H.13 LOGISTIC SUPPORT

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

H.14 EXECUTIVE ORDER ON TERRORISM FINANCING

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

H.15 REPORTING ON TAXATION OF U. S. FOREIGN ASSISTANCE

(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 Losotho 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: Office of Financial Management
USAID/Afghanistan
U.S. Embassy East Compound
Great Massoud Road

(e)Kabul, Afghanistan (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.16 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)

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

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

H.17 752.7007 PERSONNEL COMPENSATION (April 2006)

a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

H.18 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

a) Limitations:

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

2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary of the USAID established rate for agencies without a certified SES performance appraisal system (also referred to as USAID Contractor Salary Threshold (USAID CST)) published at http://www.opm.gov/oca/08tables/html/es.asp, as amended from time to time, unless the Contracting Officer approves a higher amount in accordance with the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

b) Salaries During Travel:

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

c) Return of Overseas Employees:

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

d) Annual Salary Increases:

One annual salary increase not more than 3.5% (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding USAID CST may be granted only with the advance written approval of the Contracting Officer.

e) Consultants:

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

f) Initial Salaries:

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Any initial starting salaries included in the contractor's proposal and accepted during negotiations, are deemed approved upon contract execution.

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

g) Work Week:

1) Non-overseas Employees:

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

2) Overseas Employee:

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

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

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

i) Definitions

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

H.19 ENVIRONMENTAL COMPLIANCE

The contractor shall comply with 22 CFR 216[1] requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations.

H.20 CONSENT TO SUBCONTRACTS

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

Contractor Name

1. International Relief and Development (IRD)
2. Development Transformation
3. GardaWorld
4. Technologists Inc,
5. Overseas Strategic Consulting,.LTD

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

H.21 GRANTS UNDER CONTRACT

Grants will not be provided directly to District Governors or any governmental entities or officials, but rather the Contractor will incorporate those individuals into the nominations and oversight process. In particular, the Contractor, in consultation with key district level entities, will:

(1) Identify the target areas that would be suitable for grants for projects designed to address key drivers of instability that are having impacts on a district level scale.

(2) Develop evaluation criteria for the grant applications and make selection decisions on grant projects.

(3) Prepare and publish requests for grant applications; and award and administer grants on behalf of USAID.

Inclusion of the grants program is considered essential to the activities of the contractor in achieving the overall strategy and expected results of the contract.

The Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Chapter 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations 22 CFR 226.

In addition, the following requirements shall apply to the grants awarded by the Contractor under this contract:

a. USAID Afghanistan has obtained a GuCs waiver to issue Grants under Contracts for up to $100,000 for U.S. and Non-U.S. organizations.

b. While it is expected that the average grant size to District Entities will range from $20,000 to $30,000, the contractor does need the ability to have a ceiling of $100,000. A major result expected of the SIKA contract is to enable District entities to solve problems at the district level involving multiple communities (such as a complex canal refurbishment designed to connect multiple communities to their District Government). Based on the cost of

[1] http://www.usaid.gov/our_work/environment/compliance/index.html

executing such projects in rural Afghanistan, the ceiling needs to be adjusted accordingly to enable District Entities to address problems beyond just the single village level.

c. The Contractor shall only execute grants under the contract when it is not feasible to accomplish USAID objectives through normal contracts and grants awards executed by USAID because either the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the Contractor.

d. USAID shall be substantially involved in establishing selection factors and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the COTR shall have authority to approve the grant recipient selection.

e. Requirements which apply to USAID-executed grants shall also apply to grants executed by the Contractor.

f. USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.

g. The Contractor shall not execute or administer Cooperative Agreements on USAID's behalf.

h. The Contractor shall close out all grants prior to the estimated completion date of this contract.

i. The Contractor shall comply in all material respects with the ADS 303.5 k "Guidance on Closeout Procedures for A&A Awards" (revised Oct 2010) regarding grant close-out.

H.22 SUPPLEMENTAL TO H.21

The Grants Manual under this contract must approved by the Contracting Officer and any Grants over $10,000 must be approved by the Contracting Officer Technical Representative.

H.23 SUBCONTRACTING REQUIREMENTS

(a) Definitions: As used in this clause, "Principals" means the owner/president and all other individuals with a financial interest in the subcontractor, the program manager, project manager, and site foreman.

(b) It is USAID's objective under this contract to promote competitive, transparent and appropriate local subcontracting with legitimate, competent and fully vetted subcontractors.

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

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

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

i. Subcontract number and title (or a general description of the subcontract work);
ii. Names, addresses, telephone numbers and e-mail addresses of the subcontractor and all lower-tier subcontractors (regardless of dollar amount or percentage of work to be performed);

iii. The total value of the work and total value of the work to be self-performed by the subcontractor;
iv. A copy of Afghan business license (Afghan firms only);
v. Subcontractor and lower-tier subcontractor banking information to include, bank name, routing identifier, account number and name(s) on account(s);
vi. Identification information for the subcontractor and lower-tier subcontractor Principals to include, full name, address, nationality, identity card/passport number, date of birth; and Contract No
vii. A table depicting the work to be performed and the total value of the work to be performed by the subcontractor and each lower-tier subcontractor.

(e) The Contractor shall perform with its own organization, at least 15 percent of the work required under the contract. The Government intends to limit the number of tiers of subcontracts. Performance by the Contractor, subcontractors or lower-tier subcontractors of work which is only administrative in nature shall not meet the requirements of this clause.

(f) The contractor and all its subcontractors and lower-tier subcontractors shall maintain payrolls and basic personnel records for all personnel working under the contract. Said records shall be made available to the government during contract performance and for 3 years after contract completion. The records shall contain the name of each employee, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(g) Subcontracts. The contractor shall include this clause in all subcontracts, and shall require subcontractors to include this clause in all lower-tier subcontracts. The contractor shall be responsible for compliance with this clause by all subcontractors and lower-tier subcontractors.

(h) The contracting officer's approval to subcontract, to include approval of lower tier subcontracts, does not constitutes a determination —

i. Of the acceptability of any subcontract terms or conditions;
ii. (ii) To relieve the Contractor of their responsibility as the prime contractor for all performance under this contract.
iii. The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum extent practical.

(i) Submission of false information required by this clause or non-compliance with the requirements of the clause shall be considered a material breach of the contract.

H.24 VETTING

I. 4-14.001

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

(a) The contractor must complete and submit the "USAID Information Form" in appendix B of this contract for:

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

ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at $150,000 or more, that is a non-U.S. entity; or

(iii) Each key individual that is a non-U.S. entity.

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

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

"Key individuals' means (i) an individual or entity owning 10% or more equity stake in the organization, whether publically- or privately-held: (ii) principal officers of the organization's governing body (e.g., chairman, vice chairman,

treasurer or secretary of the board of directors or board of trustees): (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) the program manager or chief of party for the USA ID-financed program: and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

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

i) Once a year; or

ii) When there is a change or addition to any entity or person identified in paragraph (a).

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

II. 4-14.002

Certification Regarding Provision of Support to Persons Engaged in Terrorism

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

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

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

(a) Before providing any material support or resources to an individual or entity, the Contractor will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website : http://www.trcas.gov/oflices/eotffc/ofac/sdn/tl lsdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor.

(b) Before providing any material support or resources to an individual or entity, the Contractor also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor should refer to the consolidated list available online at the Committee's website: http://www.11n.0rg/Docs/sc/committees/l267/1267ListHng.htm.

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

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

3. For purposes of this Certification:

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

(b) "Terrorist act" means-

i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: http://untreaty.iai.org/English/Terrorism.asp); or

ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or

iii) Any other act intended to cause death or serious bodily injury)' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

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

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

III. Restrictions on certain foreign purchases (June 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation.

Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

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

H.25 USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19)

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

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

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

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

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

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

http://arnet.gov/far/
http://www.usaid.gov/business/regulations/

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

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

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	JUL 2004
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 2010
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	MAY 2011
52.204-9	PERSONAL IDENTIFICATION VERIFICATION OF CONTRACTOR PERSONNEL	SEP 2007
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.215-2	AUDIT AND RECORDS--NEGOTIATION	OCT 2010
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	JUN 2011
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERN	JAN 2011
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	JAN 2011 OCT 2001
52.219-16	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN	JAN 1999
52.222-2	PAYMENT FOR OVERTIME PREMIUMS	JULY 1990
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010

52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2010
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG 2011
52.225-13	RESTRICTIONS OC CERTAIN FOREIGN PURCHASES	JUN 2008
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	NOV 2011
52.227-14	RIGHTS IN DATA – GENERAL	DEC 2007
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	OCT 2010
52.232-17	INTEREST	OCT 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT (ALTERNATE 1)	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES—COST-REIMBURSEMENT-ALTERNATE I	APR 1984
52.244-2	SUBCONTRACTS	OCT 2010
	ALTERNATE I (JUN 2007)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.246-25	LIMITATION OF LIABILITY—SERVICES	FEB 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.209-71	ORGANIZATIONAL CONFLICT OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.225-70	SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS	FEB 1997
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	JAN 1990
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991

I.3 52.203-8 CANCEL, RESCIND, RECOVER FUNDS ILLEGAL/IMPROPER ACTIVITY (JAN 1997)

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

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

2) Rescind the contract with respect to which--

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

a. Exchanging the information covered by such subsections for anything of value; or

b. Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

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

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

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

I.4 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APRIL 2010)

(a) *Definitions. As used in this clause—*

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

"Full cooperation"—

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

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

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

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

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

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

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

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

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

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

(b) *Code of business ethics and conduct.*

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

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

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

(2) *The Contractor shall—*

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

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

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

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

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

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance

program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

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

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

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

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

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

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

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

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

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

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

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

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

(d) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of $5,000,000 and a performance period of more than 120 days.

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

I.5 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APRIL 2008)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at http://fedgov.dnb.com/webform or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423, or 269-961-5757.

I.6 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) *Definitions*. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

(5) *Above-market earnings on deferred compensation which is not tax-qualified.*

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of $25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at http://www.fsrs.gov for each first-tier subcontract. (The Contractor shall follow the instructions at http://www.fsrs.gov to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at http://www.ccr.gov, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of $25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at http://www.fsrs.gov, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under $300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under $300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of $25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was $20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was $25,000 or more.

I.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have o, have not o, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

I.8 52.209-7 INFORMATION REGARDING RESPOSIBILITY MATTERS (JAN 2011)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

I.9 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

(a) *Definitions*. As used in this clause—

"Added value" means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (*e.g.*, processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

"Excessive pass-through charge", with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit/fee on work performed by a subcontractor (other than charges for the costs of managing subcontracts and any applicable indirect costs and associated profit/fee based on such costs).

"No or negligible value" means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

"Subcontract" means any contract, as defined in FAR 2.101, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor", as defined in FAR 44.101, means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(b) *General*. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) *Reporting*. Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if—

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost

of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) *Recovery of excessive pass-through charges.* If the Contracting Officer determines that excessive pass-through charges exist;

(1) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in FAR subpart 31.2; and

(2) For applicable DoD fixed-price contracts, as identified in 15.408(n)(2)(i)(B), the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price.

(e) *Access to records.*

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) *Flowdown.* The Contractor shall insert the substance of this clause, including this paragraph (f), in all cost-reimbursement subcontracts under this contract that exceed the simplified acquisition threshold, except if the contract is with DoD, then insert in all cost-reimbursement subcontracts and fixed-price subcontracts, except those identified in 15.408(n)(2)(i)(B)(*2*), that exceed the threshold for obtaining cost or pricing data in accordance with FAR 15.403-4.

I.10 52.216-8 FIXED FEE (JUN 2011)

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

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

I.11 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [] dollars.

b) The maximum amount for which the Government shall be liable if this contract is terminated is [ ] dollars.

I.12 52.216-25 CONTRACT DEFINITIZATION (OCT 2010)

(a) A [*insert specific type of contract*] definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [*insert specific type of proposal (e.g.,*

fixed-price or cost-and-fee)] proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, Table 15-2, supporting its proposal.

(b) The schedule for definitizing this contract is [*insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data*]:

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with Subpart 15.4 and Part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by -

(i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with subparagraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

I.13 52.217-8 OPTION TO EXTEND SERVICES (Nov 1999)

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

I.14 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

I.15 52.222-50 COMBATING TRAFFICKING IN PERSON (FEB 2009)

(a) *Definitions*. As used in this clause—

"Coercion" means—

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

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

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

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

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

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

"Forced Labor" means knowingly providing or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

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

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

"Involuntary servitude" includes a condition of servitude induced by means of—

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

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

"Severe forms of trafficking in persons" means—

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

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

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

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

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

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

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

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

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

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

(6) Suspension or debarment.

(f) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) *Mitigating Factor.* The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/g/tip.

I.16 52.225-19 CONTRACTOR PERSONNEL IN DESIGNATED OPERATIONAL AREA/SUPPORTING DIPLOMATIC/CONSULAR MISSION OUTSIDE UNITED STATES (MAR 2008)

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

(i) In a designated operational area during—

A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission—

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

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

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

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received—

(A) A country clearance or special area clearance, if required by the chief of mission; and

(B) Theater clearance, if required by the Combatant Commander.

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

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

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

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

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

(i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

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

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

(f) *Processing and departure points.*

The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Personnel data.*

(1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
(2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.

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

(i) *Weapons.*

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

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

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

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

(A) Safely;
(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and
(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.*
Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

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

(m) *Personnel recovery.*

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

(n) *Notification and return of personal effects.*

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

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

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

(o) *Mortuary affairs.*

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

(p) *Changes.*

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

(q) *Subcontract.*

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

(1) In a designated operational area during—

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

(2) When supporting a diplomatic or consular mission—

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

I.17 52.227-3 PATENT Indemnity (APR 1984)

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to:

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

I.18 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

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

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

I.19 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

As prescribed in 49.502(c), insert the following clause in solicitations and contracts for services, regardless of value, when a fixed-price contract is contemplated and the Contracting Officer determines that because of the kind of services required, the successful offeror will not incur substantial charges in preparation for and in carrying out the contract, and would, if terminated for the convenience of the Government, limit termination settlement charges to services rendered before the date of termination:

Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the Government shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

I.20 AIDAR 752.202-1 DEFINITIONS (JAN 1990)

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

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

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

(d) When this contract is with an educational institution "Campus Personnel" shall mean representatives of the

Contractor performing services under the contract at the Contractor's home institution and shall include the Campus Coordinator.

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

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

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

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

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

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

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

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

c. Alternate 71. For use in USAID contracts with an educational institution for participant training. Use in addition to the clauses in FAR 52.202-1 and in 752.202-1(b) of this chapter. (See FAR 52.202)

USAID DEFINITIONS CLAUSE - SUPPLEMENT FOR CONTRACTS WITH AN EDUCATIONAL INSTITUTION FOR PARTICIPANT TRAINING (APR 1984)

(a) "Catalog" shall mean any medium by which the Institution publicly announces terms and conditions for enrollment in the Institution, including tuition and fees to be charged. This includes "bulletins," "announcements," or any other similar word the Institution may use.

(b) "Director" shall mean the individual who fills the USAID position of Director, Center for Human Capacity Development, or his/her authorized representative acting within the limits of his/her authority.

(c) "Fees" shall mean those applicable charges directly related to enrollment in the Institution. This shall not include any permit charge (e.g., parking, vehicle registration), or charges for services of a personal nature (e.g., food, housing, laundry) unless specifically called for in this contract.

(d) "Institution" shall mean the educational institution providing services hereunder. The terms "Institution" and "Contractor" are synonymous.

(e) "Tuition" shall mean the amount of money charged by an institution for instruction, not including fees as described in this section. d. Alternate 72. For use in all USAID contracts which involve any performance overseas. Use in addition to the clauses in FAR 52.202-1 and in 752.202-1(b). (See FAR 52.202)

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

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

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

(c) "Dependents" shall mean:

(1) Spouse;

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

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

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

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

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

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

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

I.21 AIDAR 752.209-71 ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD (JUN 1993)

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

(b) The Contracting Officer shall provide the contractor with written instructions concerning the conflict. USAID reserves the right to terminate the contract if such action is determined to be in the best interests of the Government.

I.22 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990)

(incorporated by reference in section H) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference above), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

I.23 AIDAR 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)

a) Large and small businesses are encouraged to participate in the USAID Mentor-Protégé Program (the "Program"). Mentor firms provide eligible small business Protégés with developmental assistance to enhance their business capabilities and ability to obtain Federal contracts.

b) Mentor firms are large prime contractors or eligible small business capable of providing developmental assistance. Protégé firms are small business as defined in 13 CFR Parts 121, 124, and 126.

c) Developmental assistance is technical, managerial, financial, and other mutually beneficial assistance that aids Protégés. The costs for developmental assistance are not chargeable to the contract.

d) Firms interested in participating in the Program are encouraged to contact the USAID Mentor-Protégé Program Manager (202-712-1500) for more information.

I.24 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

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

(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

I.25 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representative when evaluating the contractor's performance.

b) During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US$25,000 (or local currency equivalent) or 5 percent of the amount of this

contract, whichever is less, until such time as the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

c)

I.26 AIDAR 752.245-70 GOVERNMENT PROPERTY - USAID REPORTING REQUIREMENTS

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

(See FAR 45.106)

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

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR'S CUSTODY

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

A. Value of property as of last report.

B. Transactions during this reporting period.

1. Acquisitions (add):

a. Purchased by contractor 1/

b. Transferred from USAID 2/

c. Transferred from others- Without reimbursement 3/

2. Disposals (deduct):

a. Returned to USAID

b. Transferred to USAID-Contractor Purchased

c. Transferred to other Government agencies 3/

d. Other disposals 3/

C. Value of property as of reporting date.

D. Estimated average age of contractor held property

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

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

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

PROPERTY INVENTORY VERIFICATIONS

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

I.27 AIDAR 752.7002 TRAVEL AND TRANSPORTATION (JAN 1990)

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

(b) International travel. For travel to and from post of assignment the Contractor shall be reimbursed for travel costs and travel allowances of travelers from place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of the travel from the employee's residence in the United States) to the post of duty in the Cooperating Country and return to place of residence in the United States (or other location provided that the cost of such travel does not exceed the cost of travel from the post of duty in the Cooperating Country to the employee's residence) upon completion of services by the individual. Reimbursement for travel will be in accordance with the applicable cost principles and the provisions of this contract, and will be limited to the cost of travel by the most direct and expeditious route. If a regular employee does not complete one full year at post of duty (except for reasons beyond his/her control), the costs of going to and from the post of duty for that employee and his/her dependents are not reimbursable hereunder. If the employee serves more than one year but less than the required service in the Cooperating Country (except for reasons beyond his/her control) the costs of going to the post of duty are reimbursable hereunder but the costs of going from post of duty to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other location as approved by the Contracting Officer are not reimbursable under this contract for the employee and his/her dependents. When travel is by economy class accommodations, the Contractor will be reimbursed for the cost of transporting up to 22 pounds of accompanied personal baggage per traveler in addition to that regularly allowed with the economy ticket provided that the total number of pounds of baggage does not exceed that regularly allowed for first class travelers. Travel allowances for travelers shall not be in excess of the rates authorized in the Standardized Regulations (Government Civilians, Foreign Areas) - hereinafter referred to as the Standardized Regulations - as from time to time amended, for not more than the travel time required by scheduled commercial air carrier using the most expeditious route. One stopover en route for a period of not to exceed 24 hours is allowable when the traveler uses economy class accommodations for a trip of 14 hours or more of scheduled duration. Such stopover shall not be authorized when travel is by indirect route or is delayed for the convenience of the traveler. Per diem during such stopover shall be paid in accordance with the established practice of the Contractor but not to exceed the amounts stated in the Standardized Regulations.

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

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

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

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

(g) Limitation on travel by dependents. Travel costs and allowances will be allowed only for dependents of regular employees and such costs shall be reimbursed for travel from place of abode to assigned station in the Cooperating Country and return, only if dependent remains in the country for at least 9 months or one-half of the required tour of duty of the regular employee responsible for such dependent, whichever is greater. If the dependent is eligible for educational travel pursuant to the "Differential and Allowances" clause of this contract, time spent away from post resulting from educational travel will be counted as time at post.

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

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

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

(1) The costs of going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence

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

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

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

(2) When, for any reason, the Mission Director determines it is necessary to evacuate the Contractor's entire team (employees and dependents) or Contractor dependents only, the Contractor will be reimbursed for travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the Cooperating Country to the employee's permanent, legal place of residence at the time he or she was employed for work under this contract or other approved location. The return of such employees and dependents may also be authorized by the Mission Director when, in his/her discretion, he/she determines it is prudent to do so.

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

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

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

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

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

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

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

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

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

(p) International ocean transportation.

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

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

(ii) Transportation of persons. Where U.S. flag vessels are not available, or their use would result in a significant delay, the Contractor may obtain a release from this requirement from the Contracting Officer or the Mission Director, as

appropriate.

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

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

I.28 AIDAR 752.7006 NOTICES (APR 1984)

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

I.29 AIDAR 752.7008 USE OF GOVERNMENT FACILITIES OR PERSONNEL (APR 1984)

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

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

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

I.30 AIDAR 752.7025 APPROVALS (APR 1984)

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

I.31 AIDAR 752.7031 Leave and Holidays (OCT 1989)

(a) Vacation leave.

(1) The Contractor may grant to its employees working under this contract vacations of reasonable duration in accordance with the Contractor's practice for its employees, but in no event shall such

vacation leave be earned at a rate exceeding 26 work days per annum. Reimbursement for vacation leave is limited to the amount earned by employees while serving under this contract. For regular employees during their tour of duty in the Cooperating Country, vacation leave is provided under this contract primarily for purposes of affording necessary rest and recreation. The Contractor's Chief of Party, the employee and the Cooperating Country institution associated with this project shall develop vacation leave schedules early in the employee's tour of duty taking into consideration project requirements, employee preference and other factors.

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

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

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

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

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

(c) Home leave.

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

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

(3) Notwithstanding the requirement in paragraph (c)(2), of this clause, that the Contractor's regular employee must have served 2 years overseas under this contract to be eligible for home leave,

Contractor may grant advance home leave to such regular employee subject to all of the following conditions:

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

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

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

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

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

(6) To the extent deemed necessary by the Contractor, regular employees in the United States on home leave may be authorized to spend not more than 5 days in work status for consultation at home office/campus or at USAID/Washington before returning to their post of duty. Consultation at locations other than USAID/Washington or home office/campus, as well as any time in excess of 5 days spent for consultation, must be approved by the Mission Director or the Contracting Office.

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

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

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

(f) Leave Records. The Contractor's leave records shall be preserved and made available as part of the

contractor's records which are required to be preserved and made available by the Examination of Records by the Comptroller General and Audit clauses of this contract.

I.32 AIDAR 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

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

b) Prohibition on Abortion-Related Activities.

1) No funds made available under this contract will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

[END OF SECTION I]

ANNEX A	COMMONLY USED ACRONYMS
AGE	Anti-Government Elements
ANDS	Afghanistan National Development Strategy
ANSF	Afghanistan National Security Forces
AO	Assistance Objective
ASOP	Afghan Social Outreach Program
AWBA	Afghan Women's Business Association
COIN	Counterinsurgency
CDC	Community Development Council (established under NSP)
CDP	Community Development Plan
CERP	Commanders' Emergency Response Program
CSG	Community Stabilization Grant
DCC	District Community Council (organized by IDLG, through the Afghan Social Outreach Program)
DDA	District Development Assembly (organized by MRRD)
DDP	District Delivery Program (focused GIRoA led service delivery program)
DG	District Governor
DoS	Department of State (United States)
DoWA	Department of Women's Affairs
DSF	District Stabilization Framework
DST	District Stabilization Team
EQUIP	Education Quality Improvement Program (Ministry of Education)
FAO	Food and Agriculture Organization (UN)
FPO	Field Program Officer (USAID officer within a PRT or DST)
GIS	Geographic Information System
IARCSC	Independent Administrative Reform and Civil Service Commission
IDLG	Independent Directorate for Local Governance
IDP	Internally Displaced Person
IR	Intermediate Result
ISAF	International Security Assistance Force
GIRoA	Government of the Islamic Republic of Afghanistan
KTD	Key Terrain District (district of crucial importance to GIRoA/ISAF/USG
LGCD	Local Governance and Community Development
MAIL	Ministry for Agriculture, Irrigation, and Livestock
M&E	Monitoring and Evaluation
MIS	Management Information System
MoLSA	Ministry of Labor and Social Affairs
MoU	Memorandum of Understanding
MPW	Ministry of Public Works
MRRD	Ministry of Rural Rehabilitation and Development
NAPWA	National Action Plan for the Women of Afghanistan
NGO	Non-Governmental Organization
NSP	National Solidarity Program (MRRD)
PDC	Provincial Development Committee
PDP	Provincial Development Plan
PMP	Performance Management Plan
PRT	Provincial Reconstruction Team
RC	Regional Command
RP	Regional Platform (US government civilian command parallel to the Regional Command)
SME	Small and Medium Enterprise

SO	Strategic Objective
TA	Technical Advisor
TLO	Tribal Liaison Office
TO	Task Order
UNAMA	United Nations Assistance Mission to Afghanistan
UNOPS	United Nations Office for Project Services
USACE	United States Army Corps of Engineers
USAID	United States Agency for International Development
USDA	United States Department of Agriculture
USG	United States Government

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

ANNEX B-USAID Information Form

Part I: Information About Proposed Activities (all parts mandatory)			
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable licenses to do business in Afghanistan)			
2. Type of proposed award or other assistance (check one): ☐ Contract or Subcontract ☐ Grant or Subgrant ☐ Training ☐ Equipment ☐ Other			
3. US$ amount and estimated start/end date of proposed award or assistance: Dollar amount: $ Start: End:			
4. Purpose of proposed award or assistance:			
5. Organization proposed to receive award or other assistance:			
a. Name:			b. JCCS Registration # (Optional)
c. Address:			
d. Telephone:	e. Fax:	f. Email:	
g. Tribal affiliation or clan			
6. Information on Key Individuals associated with the organization named in 5 above, or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.			
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**	
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**	
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**	
Current employer and job title:		Occupation:	
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)	
Email:			
Part II: Contractor/Grantee/Recipient Certification:			
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.			
Name:		Signature:	
Title/Organization:		Date:	
Part III: Submission details (to be completed by USG vetting official)			
Vetting request number			

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

[redacted]	

(Use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:**		Occupation:
Address of residence:**		Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:		

[redacted]		
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:**	Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

Address of residence:**	Citizenship(s):** (Afghans: Tribal affiliations and Father's Name)
Email:	
[redacted]	

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan. Please do not provide information for United States citizens or permanent legal residents of the United States.

Part I

Question 1 – Self-explanatory
Question 2- Indicate the proposed type of mechanism to be utilized by placing a check mark on the line in front of the appropriate term
Question 3 – Enter the amount of award or assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format
Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary
Question 5 a-g – Self-explanatory.
Attach a copy of the relevant Afghan business license.
Question 6 - "Key Individual" means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Complete for each of these four categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each "key individual".

Note: If a "Key Individual" is a U.S. Citizen or Permanent Residents no information is required.

Part II
Individual filling out form must read the Certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section is not for individual's information and will be completed by the USG vetting official.