



RFP Number	72030619R00007
RFP Title	Air Export Program (AEP)
RFP Issuance Date	March 14, 2019
Questions Due Date and Time	March 28, 2019, 17:00 Eastern Standard Time
Closing Date	April 23, 2019, 17:00 Eastern Standard Time

To All Prospective Offerors:

The United States Government, represented by the U.S. Agency for International Development Mission in Afghanistan (henceforth referred to as USAID/Afghanistan or the Mission) anticipates awarding one Cost-Plus Fixed Fee (CPFF) completion-type contract with an estimated period of performance of a three-year base period with one two-year option period for the implementation of the **Air Export Program (AEP)** in Afghanistan. Subject to availability of funds, the estimated cost range for this contract is between \$85 million and \$96 million. The principal geographic code for this contract is 935. The North American Industry Classification System (NAICS) code for this acquisition is 541990. The small business size standard is \$15,000,000.

This procurement will be conducted under full and open competition, pursuant to Part 15 of the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1). All types of organizations are eligible to compete; USAID encourages the participation, to the maximum extent possible of local Afghan organizations, small business concerns, veteran owned small business, service-disabled veteran small business, HUB-zone small business, small disadvantaged business, and women-owned small business concerns and small business concerns in this activity as the prime contractor or as subcontractors. USAID discourages the use of exclusive agreements as this limits USAID's and Afghanistan's ability to receive the best services.

In response to this Request for Proposal (RFP), offerors will submit a Performance Work Statement (PWS) which will replace the Statement of Objectives (SOO) in Section C. Offerors are encouraged to read the entire solicitation. Special attention must be paid to Section L – Instructions, Conditions, and Notices to Offerors or Respondents, and Section M – Evaluation Criteria.

The primary point of contact for this Request for Proposals (RFP) is Contracting Officer Amy McQuade. Any questions related to this RFP must be submitted by email to kblaidoaproposalsaep@usaid.gov by the time and date specified above. No questions will be accepted after this date and time. Each e-mail must contain a subject line, which clearly indicates the name of the offeror and the solicitation number.

If questions are received, which affect the responses to the solicitation, or if changes are made to the closing date and time, as well as any other aspects of the RFP, this solicitation will be amended. Any amendments to this solicitation will be issued and posted on the Federal Business Opportunities (FedBizOpps) website. Offerors are encouraged to check this website (<https://www.fbo.gov>) periodically. Oral instructions or explanations given before the award of the contract resulting from this solicitation will not be binding.

NOTE: Only electronic proposals sent to kblaidoaaproposalsaep@usaid.gov will be accepted in response to this RFP by the due date and time specified above. For detailed submittal instructions, please refer to Section L. No other forms of submission will be accepted. Proposals must be signed by an official who is authorized to bind the offeror's organization.

It is the responsibility of the recipient of this solicitation to ensure that the solicitation has been received from the Internet in its entirety. USAID bears no responsibility for data errors resulting from download or conversion processes. If your organization decides to submit a proposal in response to this solicitation, it must be submitted by the time and date specified above in accordance with FAR 52.215-1. Proposals submitted in response to this solicitation shall be valid for no less than **240 days**.


Issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the U.S. Government.

Thank you for your interest in USAID programs.

Sincerely,

Amy McQuade
Contracting Officer
USAID/Afghanistan
Office of Acquisition and Assistance

SECTION A – SOLICITATION/CONTRACT FORM

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 3 OF 162 PAGES	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
		72030619R00007				03/14/2019	
7. ISSUED BY			CODE	8. ADDRESS OFFER TO (If other than item 7)			
Office of Acquisition and Assistance USAID/Afghanistan			AFG				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in _____ until 17:00 local time 04/26/2019 <small>(Hour) (Date)</small>							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME		B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS	
		Amy McQuade		AREA CODE 93	NUMBER 700113598	EXTENSION See Page 1	
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS(%)	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated).			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR			CODE	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER	EXTENSION					
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than item 7)			25. PAYMENT WILL BE MADE BY		CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)			27. UNITED STATES OF AMERICA		28. AWARD DATE		
Amy McQuade							

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
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STANDARD FORM 33 (REV. 6/2014)
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ACRONYMS

AAPD	Acquisition & Assistance Policy Directive
AEP	Air Export Program
ACO	Administrative Contracting Officer (ACO)
ACAA	Afghan Civil Aviation Authority
ADS	Automated Directives System
AIDAR	Agency for International Development Acquisition Regulation
AMELP	Activity Monitoring, Evaluation and Learning Plan
ANSP	Afghanistan National Security Forces
APPF	Afghanistan Public Protection Force
ATAR	Afghanistan Trade and Revenue (project)
ASYCUDA	Automated System of Customs Data
AWP	Annual Work Plan
BEO	Bureau Environmental Officer
BIP	Branding Implementation Plan
CAS	Cost Accounting Standards
CCN	Cooperating Country National
CDCS	Country Development and Cooperation Strategy
CF	Coalition Forces
CFAO	Cognizant Federal Agency Official
CFR	Code of Federal Regulation
CIO	Chief Information Officer
CO	Contracting Officer
COR	Contracting Officer's Representative
CPARS	Contractor Performance Assessment Reporting System
CPC	Critical Priority Country
CPFF	Cost-Plus-Fixed-Fee
DBA	Defense Base Act
DDL	Development Data Library
DEC	Development Experience Clearinghouse
DO	Development Objective
DOC	Development Outreach and Communications Office
DOD	Department of Defense
DUNS	Data Universal Numbering System
EMMP	Environmental Mitigation and Monitoring Plan
EPZ	Export Processing Zone
eSRS	Electronic Subcontracting Reporting System
FAPIIS	Federal Awardee Performance and Integrity Information System
FAR	Federal Acquisition Regulation
FISMA	Federal Information Security Management Act
FIPS	Federal Information Processing Standards
FOIA	Freedom of Information Act
FSN	Foreign Service National
GAAS	Generally Accepted Auditing Standards
GAO	General Accountability Office
GIROA	Government of the Islamic Republic of Afghanistan
GoA	Government of Afghanistan
GPS	Global Positioning System

HG	Host Government
HUB	Historically Underutilized Business
IEE	Initial Environmental Evaluation
IDF	Indirect Fire
IED	Improvised Explosive Device
IPN	Implementing Partner Notices
IR	Intermediate Result
IRS	Internal Revenue Service
IT	Information Technology
LOA	Letters of Authorization
LOE	Level of Effort
M&E	Monitoring and Evaluation
M&M	Mitigation and Monitoring
MP	Marking Plan
MEDEVAC	Medical Evacuation
MEO	Mission Environmental Officer
MoIC	Ministry of Industry and Commerce
MOU	Memorandum of Understanding
MP	Marketing Plan
MS	Microsoft
MSME	Micro, Small and Medium-sized Enterprise
NDAA	National Defense Authorization Act
NES	National Export Strategy
OIG	Office of the Inspector General
OMB	Office of Management and Budget
OP	Operational Plan
OPPD	Office of Program and Project Development
OSDBU	Office of Small and Disadvantaged Business Utilization
PDF	Portable Document Format
POA&M	Plan of Action and Milestones
PIRS	Performance Indicator Reference Sheets
PII	Personally Identifiable Information
PLSO	Partner Liaison Security Officer
PPR	Performance Plan and Report
PPIRS	Past Performance Information Retrieval System
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
R&R	Rest and Recuperation
RCE	Request for Categorical Exclusion
RFP	Request for Proposals
SAM	System for Award Management
SB	Small Business
SF	Standard Form
SMAF	Self-Reliance through Mutual Accountability Framework
SOO	Statement of Objectives
SPOT	Synchronized Pre-deployment and Operational Tracker
SP	Special Publications
STEP	SMART TRAVELER ENROLLMENT PROGRAM
STTA	Short-Term Technical Assistance

TBD	To Be Determined
TCN	Third Country National
TIN	Taxpayer Identification Number
ToS	Terms of Service
TRAINET	TRAINING AND RESULTS AND INFORMATION NETWORK
US	United States of America
USAID	United States Agency for International Development
USAID/W	USAID Washington
USG	United States Government
WTO	World Trade Organization

PART I – THE SCHEDULE

SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PURPOSE

The purpose of this contract is to procure the services of a contractor for the implementation of the activity entitled “**Air Export Program (AEP).**”

B.2 CONTRACT TYPE

This is a performance-based completion-type Cost-Plus-Fixed-Fee (CPFF) contract of a three-year base period and one two-year option period. For the consideration set for the below, the Contractor will provide the performance deliverables or outputs described in Sections C and F, in accordance with the performance standards specified in Section E.

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

(a) THREE-YEAR BASE PERIOD:

The estimated cost for the performance of the work required for the three-year base period, exclusive of fixed fee, if any, is \$TBD. The Fixed Fee, if any, is \$TBD and the total estimated cost plus fixed fee, if any, is \$TBD.

(b) TWO-YEAR OPTION PERIOD:

The total estimated cost for the performance of the work required for a two year option period, exclusive of fixed fee, if any, is \$TBD. The fixed fee, if any, is \$TBD and the total estimated cost plus fixed fee, if any, is \$TBD.

(c) The Total estimated cost for the performance of the work required for the base period and option period (five years), exclusive of fixed fee, if any, is \$TBD. The total fixed fee for the base period and the two-year option period, if any, is \$TBD. The estimated cost plus fixed fee for the base period and the two-year option period, if any, is \$TBD.

(d) Within the estimated cost plus all possible fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable and allocable costs incurred by the contractor (and payment of fee, if any) for performance hereunder is \$TBD. The contractor must not exceed the aforesaid obligated amount unless authorized by the Contracting Officer pursuant to the provisions of this contract entitled “Limitation of Funds” (FAR 52.232-22) as indicated in Section I of this contract.

(e) Funds obligated hereunder are anticipated to be sufficient through **[date to be added upon award]**.

B.4 CONTRACT BUDGET

The budget for this contract is as follows:

Line Item Description	Three-Year Base Period (\$)			Two-Year Option Period (\$)		Total 5 Years (\$) (Base Plus Option Years)
	Year 1	Year 2	Year 3	Option Year 4	Option Year 5	
Salaries and Wages	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Consultants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel/Transportation/Per Diem	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Allowances	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Non-Security Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other Direct Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Security Costs*	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Sub-contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Direct Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Fixed Fee (if any)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Estimated Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

*To include cost for proposed security equipment and security-related communication equipment. For further information on types of potential proposed security equipment, see Section L.7.2 Instructions: (b) Proposed Costs/Prices Part 3. Budget Line Item Definitions and Illustrations 8. Security Costs. Please note that USAID may provide UUSG-owned and furnished security equipment, if available, (including helmets, armored vests, satellite phones, GPS equipment, etc) and USG-owned armored vehicles to the Contractor, if available. However, as it is not known at this time whether this equipment will be available, offerors should include these costs, if applicable, in the

cost proposal. Should these items become available at a later date at or after contract execution, then the budget will be adjusted accordingly.

The inclusion of any costs in the above budget does not obviate the requirement for prior approval from the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract, including the applicable cost principles (see FAR 52.216-7 Allowable Cost and Payment (AUG 2018)); nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract.

B.5 INDIRECT COSTS

B.5.1 PRIME CONTRACTOR

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

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

1/Base of Application:

Type of Rate: Predetermined/Provisional

Period:

2/Base of Application:

Type of Rate: Predetermined/Provisional

Period:

3/Base of Application:

Type of Rate: Predetermined/Provisional

Period:

B.5.2 MAJOR SUBCONTRACTOR(S)

For each of the major subcontractor(s)* and any subcontractor that proposes a Negotiated Indirect Cost Reimbursement Agreement.

Description	Rate	Base	Type	Period
TBD	TBD	1/	1/	1/
TBD	TBD	2/	2/	2/
TBD	TBD	3/	3/	3/

1/Base of Application:
Type of Rate: Predetermined/Provisional
Period:

2/Base of Application:
Type of Rate: Predetermined/Provisional
Period:

3/Base of Application:
Type of Rate: Predetermined/Provisional
Period:

***“Major subcontractors” are those subcontractors whose proposed cost exceeds 10% of the Prime Offeror’s cost.**

B.6 INDIRECT COSTS AND ADVANCED UNDERSTANDING ON CEILINGS

B.6.1 PRIME CONTRACTOR

Ceilings are not applicable to Small Business Contractors or local organizations serving as the prime or a subcontractor.

Reimbursement for indirect costs will be at the lower of the negotiated final pre-determined rates or the following ceiling rates:

Description	2019	2020	2021	2022	2023
[Rate 1 description to be inserted]	___%	___%	___%	___%	___%
[Rate 2 description to be inserted]	___%	___%	___%	___%	___%
[Rate 3 description to be inserted]	___%	___%	___%	___%	___%

The government will not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding will not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.6.2 MAJOR SUBCONTRACTOR(S)

Reimbursement for indirect costs will be at the lower of the negotiated final pre-determined rates or the following ceiling rates:

Description	2019	2020	2021	2022	2023
[Rate 1 description to be inserted]	___%	___%	___%	___%	___%
[Rate 2 description to be inserted]	___%	___%	___%	___%	___%
[Rate 3 description to be inserted]	___%	___%	___%	___%	___%

The Contractor and major subcontractor(s) will make no change in its established method of classifying or allocating indirect costs that impacts this contract without the prior written approval of the Contracting Officer.

The government will not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding will not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.7 COST REIMBURSABLE

Allowable costs will be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7 Allowable Cost and Payment (AUG 2018), FAR 52.216-8 Fixed Fee (JUNE 2011), if applicable, and AIDAR 752.7003 Documentation for Payment.

(b) In addition, the requirement and conditions concerning estimated cost and funding apply as detailed in FAR 52.232-22 Limitation of Funds (APR 1984).

B.8 PAYMENT OF FIXED FEE (CPFF)

Pursuant to FAR 16.306 (d) Cost-Plus-Fixed-Fee Contracts, payment of the fixed-fee will be divided between fixed payments for activity deliverables (twenty-five percent) and fixed payments based on the completed performance deliverables (seventy-five percent) found in the Fixed-Fee Schedule. The fixed fee payable under this contract will be tied to the completion of the reports and deliverables specified in Section F.5 of the contract and in accordance with the fixed fee payment schedule (See Section L.7.2- Cost Instructions (b) Proposed Costs/Prices Part 3. Budget Line Item Definitions and Illustrations 11. Fixed Fee, for required template).

[Selected Offeror's Fixed Fee Schedule to be inserted at time of Award]

All fixed fee payments are subject to the inspection and acceptance by USAID as specified in Section E of the same and in compliance with the terms of this contract. Upon successful completion of a deliverable, the Contractor must provide evidence of its achievement in accordance with performance standards specified in Section E to the Contracting Officer's Representative (COR). Upon receipt of concurrence by the COR, the Contractor shall submit an invoice for the amount of the fee associated with the deliverable.

In the event of discontinuance of the work in accordance with the clause of the contract entitled FAR 52.249-6 Termination (Cost Reimbursement), the fee must be re-determined by mutual agreement equitably to reflect the reduction in the work actually performed. The amount by which such fee is less than, or exceeds, payments previously made on account of the fee must be paid to, or repaid by the Contractor, as applicable.

Pursuant to FAR 52.216-8 Fixed Fee, after payment of 85 percent of the fixed fee, further payment of the fee will be withheld until a reserve is set aside not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

B.9 CANCELLATION CEILING AND MULTI-YEAR CONTRACT

This is a multi-year contract as defined in FAR 17.103. Therefore, this contract is subject to the requirements of FAR 17.106. In the event that the Government cancels requirements for services in subsequent program years under this contract, the following conditions will apply:

[Amount and dates to be filled in at time of award]

Cancellation Dates:

Contract Year 2: DATE TBD, [Award year + 1 year]	Cancellation Ceiling: TBD
Contract Year 3: DATE TBD, [Award year + 2 years]	Cancellation Ceiling: TBD
Contract Year 4: DATE TBD, [Award year + 3 years]	Cancellation Ceiling: TBD
Contract Year 5: DATE TBD, [Award year + 4 years]	Cancellation Ceiling: TBD

The cancellation dates and ceiling amounts will be established at the time of award. The amounts will be based on the nonrecurring costs to be incurred by the awardee, which would be applicable to, and which normally would be amortized over the life of the contract, and the items or services to be furnished under the multi-year requirement. This is a CPFF type contract, pursuant to which all costs for which the contractor seeks reimbursement must be allowable in accordance with FAR 52.216-7, "Allowable Costs and Payment."

[END OF SECTION B]

SECTION C: STATEMENT OF OBJECTIVES

[Selected Contractor's Performance Work Statement will replace Statement of Objectives at the time of award execution, and will include relevant paragraphs of Section C below]

I. SCOPE

This Statement of Objectives (SOO) describes the objectives of USAID/Afghanistan for an activity that will result in significant boost in export of Afghan goods, generation of new employment, reduction of trade deficit, and sustained economic growth and welfare of Afghan citizens. This SOO does not state how the work is to be accomplished, but provides potential offerors with the flexibility to develop cost-effective solutions and the opportunity to propose innovative approaches to meet the stated objectives and results.

Based on this SOO, offerors will submit a Performance Work Statement (PWS) which describes a market-based and transaction-driven approach to achieve the objectives of the activity and economic impact of interventions. The PWS must enable USAID to assess the performance of the work against specific, clear, and measurable performance standards (i.e., in terms of quality, quantity, timeliness, etc.), and show the method of assessing contractor performance against the performance standards. See Section L.6(c)(2) 2.1 PWS.

II. PURPOSE

USAID seeks to provide technical assistance and advisory services through the "Air Export Program (AEP)" activity, henceforth referred to as the "Activity" or "AEP." The purpose of this three-year base period and one two-year option period activity is to support export facilitation that will lead to increased income for Afghan exporters and generate new jobs. This will be achieved through interventions aimed at improving air cargo policies and procedures, and attracting private investment in developing and operating export processing areas such as Export Processing Zones (EPZs) and modernizing Afghan airports.

III. BACKGROUND

Afghanistan is a landlocked country. Its geopolitical position and security situation continue to pose a serious obstacle for Afghanistan for accessing regional and global markets. In addition, transportation of Afghan goods to international export destinations through ground transport is exacerbated by a myriad of complex issues, ranging from poor road infrastructure, red tape barriers imposed by neighboring countries, attacks by insurgents, rent-seeking behavior on the part of Afghan security forces, customs inefficiencies and other related factors that make Afghan exports through ground transportation inefficient, expensive, and insecure. These circumstances stimulate smuggling and illegal exports, and contribute to lost opportunities and a huge and unsustainable trade deficit.

Historically, Afghanistan has been a major exporter of products to Asia and the Middle East. It is renowned for its beautiful handmade products, such as carpets, precious and semi-precious gemstones, cashmere, and silk; and specialty food items, including dried fruits and nuts, spices, saffron, fresh grapes, and pomegranates. In addition, Afghanistan has over \$900 billion in untapped raw natural resources including copper, iron, minerals, natural gas, and oil. The financial potential of these untapped resources and high-end exports is critical for the country's

future economic growth and sustainability. Overall the country is showing amazing progress with exports, which surpassed \$750 million in 2017, up from \$500 million in 2016, with an additional 25 percent increase expected in 2018¹. Over the same period, air cargo exports have more than doubled, from 1,877 tons in 2016 to more than 4,200 tons in 2017, with the total value of exported goods jumping by 55 percent, from \$249 million to \$391 million in 2017.²

The rationale for shifting from ground transport to air transport is clear: in 2016 only 27 percent of Afghanistan exports were transported by air cargo, while in 2017 over 50 percent of products were exported via this method, leading to increased revenue. These figures clearly demonstrate the economic power that air cargo can have for the country. To support the objective of boosting Afghan exports through air transport, USAID/Afghanistan's Air Export Program will focus on supporting the expansion and growth in five market centers where major airports are located – Kabul, Kandahar, Mazar, Herat, and Jalalabad where major airports are located. The support will include opening windows of trade through improving airports located in these major market centers and accelerating exports of Afghan products through air corridors.

The Activity will build upon the results of USAID's Afghanistan Trade and Revenue (ATAR) activity³ that represented a substantial USAID commitment to supporting GoA authorities in developing pro-export policies, expanding exports through improving air transport infrastructure and effective implementation of World Trade Organization (WTO) legislation, and increasing trade and investment opportunities in Afghanistan.

One of the top priorities of the GoA is to increase regional trade and expand exports to achieve sustainable economic growth. Recognizing the potential of legal trade in terms of creating employment and increasing private investment (including Foreign Direct Investment (FDI)), the GoA intends to initiate several major projects under the new National Export Strategy (NES)⁴. In line with both the NES and the U.S. South Asia Strategy⁵, a major effort of the GoA is to develop and increase air transport capacity of the five major airports listed above, as a reliable channel to increase exports, jobs, and revenue. The Activity is linked to the priorities of the GoA of Afghanistan. The vision of the new Afghanistan's 2018-2022 NES is "Peace through Prosperity, Prosperity through Trade." The focus of this comprehensive five-year strategy is positioning export competitiveness as a mean of fostering overall growth. The NES identified major export sectors and designed strategic paths to activities that achieve faster economic results and build confidence, with special emphasis on small and medium-sized enterprise development. The Activity will directly contribute to achieving the NES Strategic Objective 2: Foster the development of a conducive business and investment climate; and Strategic Objective 3: Enhance in-market support and strengthen enterprise capabilities to harness information and market intelligence.

In addition to targeted technical assistance to GoA counterparts, a key aspect of AEP will be to leverage investment primarily from private sector interested in investing in the development of the necessary infrastructure in and around these airports to facilitate exports and create much needed jobs. Global connectivity of Afghanistan is a key factor for improving the Afghan brand internationally and increasing demand for Afghan goods in global markets. It is expected that USAID investments through this activity will generate millions of dollars of private investment

¹ Automated System of Customs Data (ASYCUDA) managed by Afghanistan Customs Department.

² Id.

³ ATAR final report attached as Attachment J.1a_SOO Annex 1.

⁴ Afghanistan's National Export Strategy 2018-2022 "Peace through Prosperity. Prosperity through Trade", 2018

⁵ <https://www.whitehouse.gov/briefings-statements/remarks-president-trump-strategy-afghanistan-south-asia/>

funding in developing airport infrastructure as well as significant and sustained increase in Afghan exports and jobs. Major airport-related infrastructure funding is expected to be leveraged from private sector investment and some from public funding. Through this activity, USAID also expects to leverage investment from GoA authorities at the central and provincial levels to ensure sustainability and ownership. USAID will support these efforts with expert advice and technical assistance on the legal, technical, and institutional requirements for air cargo development and operationalization of EPZs as well as other necessary elements for efficient transportation of Afghan goods to international markets. These interventions may include, but are not limited to, conducting feasibility studies, master planning design studies, supporting WTO-related requirements, establishing customs one-stop-shop facilities to improve efficiency, etc.

This Activity links directly to USAID/Afghanistan’s proposed 2019 – 2023 Country Development Cooperation Strategy (CDCS):

Development Objective 1 (DO1) "Private Sector-Driven and Export-led Economic Growth Accelerated”;

- Intermediate Result (IR) 1.1: “International Trade and Connectivity Increased”
 - Sub-IR 1.1.2 “Export infrastructure improved”
 - Sub-IR 1.1.3 “Export promotion improved.”
- IR1.2: “Competitiveness of Value Chains Increased”;
 - Sub-IR 1.2.4 “Transportation and energy services improved”;

AEP is also linked to the GoA’s 2017 – 2021 Afghanistan National Peace and Development Framework⁶ which focuses on increasing governmental self-reliance and the overall welfare of the Afghan people on the premise of building a productive and broad-based economy that creates jobs. It aims to change the structure of the economy from one of import and distribution to one based on a thriving private sector that can manufacture a full range of domestic goods and successfully export Afghan products to regional and global markets. AEP is necessary to support this shift by ensuring that airport infrastructure is sufficient to support increased exports. The Activity also links to the 2015 Self-Reliance through Mutual Accountability Framework⁷ (SMAF) consolidates the Tokyo Mutual Accountability Framework and the 2014 Realizing Self-Reliance Commitments to Reforms and Renewed Partnership⁸ paper. SMAF Area 5 emphasizes the goal of enabling the environment for private sector development and investments leading to energizing of productive sectors in the economy, including extractives, and services for inclusive economic growth and development. AEP envisions support to the development of EPZs that will allow for greater private investment and private sector development.

IV. PERFORMANCE GOAL, OBJECTIVES, AND TARGETS

The overarching objective of this activity is to increase Afghan exports and generate new jobs through providing targeted technical assistance and expertise in improving air cargo facilities for the Afghan private sector; supporting the establishment and operationalization of the export processing areas (e.g., EPZs) at five key major airports, which include Kabul, Kandahar, Mazar-e-sharif, Jalalabad, and Herat; and supporting the GoA in formulating and implementing a business-friendly policy framework for trade and investment in accordance with the WTO and

⁶ <http://extwprlegs1.fao.org/docs/pdf/afg148215.pdf>

⁷ <https://www.mofa.go.jp/mofaj/files/000102254.pdf>

⁸ <http://afghanistan-un.org/2014/12/realizing-self-reliance-commitments-to-reforms-and-renewed-partnership/>

other international standards (including adoption of international standards in food safety and implementation of a WTO-compliant food safety policies and supporting trade facilitation through implementation of standardization and certification requirements for exports), and implementing reforms and anti-corruption measures at the customs offices. AEP will support the Afghan private sector to pursue and realize the advantages of increased exports, greater regional and global trade linkages, and regional economic integration.

The development hypothesis behind this Activity is: *IF the Government of Afghanistan continues to support reforms that generate export-oriented economic growth and to improve the business environment to attract the private sector in developing and operating export processing areas (such as EPZs) in major Afghan airports; if the quality of Afghan products meets international standards demanded in the international marketplace; if there is an efficient way to transport Afghan goods to market destinations in a transparent manner; if the opportunities for rent-seeking behavior on the part of Afghan officials involved with clearing Afghan exports in airports is reduced; THEN, Afghan exports will increase significantly thus generating more demand, increasing production and productivity, generating new jobs, and contributing to accelerated and sustained economic growth, reduced trade deficit, and improved welfare for Afghans.*

The Activity will work with GoA counterparts, business associations, other donors and stakeholders engaged in improving enabling environment for export-focused private sector-led economic growth by boosting air exports through significant investment and improvements in major Afghan airports. The Activity may also partner with local organizations to provide demand-driven export-related support services.

The specific challenges that Afghanistan exporters face and that AEP is expected to touch on at some level include, but are not limited to the following:

- Lack of adequate airport infrastructure
- Inordinately high opportunities for corruption (e.g., customs collections)
- Lack of proper facilities to finish and package export products for transport
- Lack of understanding of WTO-specific requirements, including an understanding of quality standards for international markets
- Policy constraints that prohibit export of certain products (i.e., rough cut gems, unprocessed marble, etc.)
- Absence of freight forwarders or other expert enablers for export products

End of Activity Results:

Results from USAID and other donors' activities and studies in Afghanistan and in other countries with similar business ecosystems were taken into account when defining the expected results of the Activity.

At a minimum, the Contractor must coordinate with and/or provide support to the following institutions: Ministry of Finance – Customs Administration; Afghan Civil Aviation Authority (ACAA); Ministry of Industry and Commerce (MoIC); Afghanistan Exporters Club; Afghanistan Chamber of Commerce and Industries (ACCI), as well as other relevant institutions,

organization, and agencies as determined by USAID to be important for achieving program deliverables.

The Offeror should propose results and targets tailored to their technical approach, but the following results must be achieved by the end of the base period of the Activity:

- **Volume of** Air Exports increased by at least 30 percent
- Investment attracted for HKIA export processing area.
- At least 2,000 new jobs created as a result of program interventions (standard indicator EG 5-2)⁹
- At least three new air services agreements opened between Afghan carriers and international destinations.
- WTO-compliance is maintained.
- Customs One-Stop-Shop implemented in one additional airport.

If the option period is exercised, the Contractor at a minimum must achieve the following results by the end of the option period (these results reflect the total results expected from the base period and the option period combined):

- **Volume of** Air Exports increased by at least 50 percent.
- Investment attracted to develop export processing areas and contracts signed for at least three major airports.
- At least 5,000 new jobs created as a result of program interventions (Standard Indicator EG.5-2)
- Customs One-stop-shops in all major airports established and operational based on the one-stop shop model at the Kabul International Airport.

In pursuit of the Activity's overarching goal and End of Activity Results, the Contractor must achieve the following performance objectives and results identified by USAID:

Objective 1 - Increased Air Cargo Capacity: Specific results to be achieved under this objective will include, but not be limited to the following:

- Enhancing and/or streamlining air cargo operations, including through improved security, and communications resulting in a substantial amount of Afghan goods being exported through air corridors and a significant increase of total exports. Interventions under Objective 1 will ensure that the five major airports have the supporting systems and flight routes in place to handle increased exports.
- Expanding air services agreements with new partners in traditional and new destinations that will allow Afghan cargo to more easily reach wider markets within partner countries. For example, at the India-Afghanistan Trade and Investment show in 2018, an Afghan air carrier signed an air services agreement to allow the airline to ship cargo beyond just Delhi, India, and reach other domestic Indian markets that have a demand for Afghan goods.

⁹ Based on NES targets and lessons learned and results from ATAR. See Afghanistan's National Export Strategy 2018-2022 "Peace through Prosperity. Prosperity through Trade", 2018 http://www.intracen.org/uploadedFiles/intracenorg/Content/Redesign/Projects/AAT/AFG_Main%20NES.pdf; and ATAR final report attached as Attachment _SOO Annex 1.

In order to increase air cargo capacity, air cargo logistics and systems need to be improved at each of the five airports, including, but not limited to:

- Supporting the development of a freight forwarding sector: There is currently no private air freight forwarding company operating in the country. The government-owned National Aviation Services (NAS) is not able to adequately respond to private sector needs to transport goods. It is essential that the business enabling environment specifically for air cargo freight forwarding companies be improved.
- Improving existing air cargo facilities or development of new air cargo hubs is also needed to expedite the transport of exports to international markets.
- Under this component, the Contractor must provide technical advisory and expert services to relevant GoA counterparts to develop and implement necessary legal, technical, and regulatory framework for facilitating air cargo and opening new air corridors with export market destination countries.

Objective 2 - Increased Investment to Modernize Airports and Develop Export Processing Capabilities: Specific results to be achieved under this objective include, but not be limited to the following:

- Attracting private sector investment in developing efficient export processing areas (e.g., EPZs) in major Afghan airports and modernizing airport operations: Interventions under this component will address inefficiencies in air cargo operations of Afghanistan's major airports and establish dedicated product finishing areas, such as EPZs, that add value to Afghan products.
- Attracting foreign investors to a secure place to preview new markets with reduced financial exposure and other risks.
- Supporting GoA authorities in conducting feasibility studies, developing master plans and action plans for airports and export processing areas or EPZs, and identifying investment needs and potentials for development and operationalization of export processing areas or EPZs.
- Creating necessary conditions and securing basic infrastructure for export processing areas or EPZs.

Objective 3 - Improved Policies and Procedures for Export Facilitation: Specific results to be achieved under this objective include, but not be limited to the following:

- **Increasing the number of internationally certified, high-end Afghan products that meet required standards for export.**
- Improving the trade enabling environment with the aim of fostering increased investment, exports, cross-border trade and transit, and generating employment and growth.
- Providing legal and policy support related to WTO legislation drafting, implementation, and monitoring, capitalizing on the benefits that the WTO framework provides to increasing Afghan exports and trade connectivity.
- Reforming customs legislation policies and procedures and assisting customs department offices in major airports in implementation of customs one-stop-shops based on the successful experience with the one-stop-shop at the Kabul International Airport supported by USAID's ATAR program.

V. OPERATING CONSTRAINTS AND CROSS-CUTTING REQUIREMENTS

The Offeror should consider incorporating the following operating constraints and cross-cutting requirements in their technical approach:

- a) **Business Enabling Environment:** Afghanistan's economy is a complex mix of informal, formal, illicit, and assistance sustained elements, the product of a decades-long convergence of protracted conflict, low government capacity, foreign interference, and donor dependence. The formal Afghan private sector suffers from the trade and competition barriers of a landlocked country surrounded by often uncooperative neighbors, as well as slow progress in increasing productivity and value. Economic growth is also constrained by crippling government bureaucracy and trade policies and poor infrastructure. The Contractor will be expected to identify opportunities within the local context that will help exporters and other MSMEs to mitigate these constraints and challenges. The Contractor will also be expected to work with GoA counterparts to identify and implement private sector-friendly policies and regulations related to export processing areas, customs administration, WTO-compliance, and airport operations.
- b) **Security:** The security environment in Afghanistan continues to be challenging and will have an impact on implementation of the Activity. The Contractor must incorporate how the implementation methodology has been developed to mitigate, to the extent possible, the constraints that the security situation places upon implementation.
- c) **Budget:** Activity funding will be approved annually through the USAID/Afghanistan Operational Plan (OP). The activity will be expected to provide adequate budget, narrative, and results information to meet the planning and reporting demands of the Mission's CDCS.
- d) **Local Capacity/Sustainability:** USAID emphasizes the importance of the utilization of local systems. Emphasis must be placed on the human and institutional capacity development of local institutions/companies by taking a facilitation role and delivering the majority of assistance through existing local business associations, business service providers, education institutions, and academia. Partnerships with local and/or regional institutions and advisors must be used to the greatest extent possible.

Sustainability must be considered a top priority. Host country partners and beneficiaries must be empowered and have the capacity to take ownership of development processes and maintain the activity's results and impacts beyond its life. To implement the interventions envisioned in this activity, the Contractor must work with Afghan government counterparts directly with the objective of strengthening critical policies, processes and competencies.

- e) **Donor Coordination:** USAID assistance to improve business environment and facilitate export-focused economic growth must promote international best practices in trade, competition, compliance with product standards, and business relationships. Support to policy reform related to trade, attracting investment in developing and operating Export Processing Zones, improved clearance procedures at airports, and incorporate transparency and accountability standards will result in improved competitiveness of Afghan goods internationally. To this end, the Contractor must actively look for opportunities to join efforts with other donors involved in the sector and ensure that program interventions generate synergies and avoid duplication of efforts.

- f) **Innovation:** USAID promotes innovation in the design and implementation of interventions to enhance development impact (e.g. building on the initiative and lessons learned from the USAID Global Development Lab <https://www.usaid.gov/GlobalDevLab>), Global Development Alliance (<https://www.usaid.gov/gda>), and Development Credit Authority (<https://www.usaid.gov/what-we-do/economic-growth-and-trade/development-credit-authority-putting-local-wealth-work>), enhancing public-private partnerships, new technologies, utilization of local Afghan human and institutional expertise, and other innovative initiatives.
- g) **Internationally Recognized Best Practices and Lessons Learned:** The Contractor must incorporate internationally recognized best practices into the implementation of all of its interventions related to WTO requirements and trade promotion. The Contractor must examine lessons learned from past and current donor-funded private sector support and export facilitation activities in Afghanistan to ensure that it addresses and avoids repeating previous mistakes. (See Section J.1b_SOO Annex 2_List of Other USAID Trade Activities for further information).
- h) **Knowledge Management:** The Contractor must incorporate a knowledge management approach that promotes learning and exchange with relevant institutions and stakeholders to encourage innovation and sound resource management. It must also support the sharing of lessons learned and best practices and use innovative methods to reach stakeholders.
- i) **Environmental Best Practices:** The Contractor must comply with USAID and USG environmental procedures. An Initial Environmental Evaluation (IEE) for this Activity was approved by the Bureau Environmental Officer (BEO) on May 31, 2018¹⁰. Most training and capacity building activities under this activity will likely qualify for a categorical exclusion because there will be no impact on the environment. However, some of the WTO-related requirements in terms of standardization and certification of Afghan products will require strict adherence to international best practice and therefore will require mitigation measures to be incorporated during the implementation phase. Throughout the life of the AEP activity, the Contractor must work with Contracting Officer Representative (COR) and the Mission's Environmental Officer (MEO) to ensure that proper mechanisms are in place to monitor environmental compliance of AEP interventions where appropriate.
- j) **Gender Equality and Women's Empowerment:** Although women comprise 29 percent of Afghanistan's labor force, they lack proper education and skills, and they have limited access to markets and other business assets. In addition, cultural barriers and social norms limit women's mobility, participation in business, and interactions with men. The vast majority of existing research on women's economic participation is related to female business owners. The barriers they face include the lack of property/land ownership, lack of access to finance, lack of education, and poor access to financial and business trainings. Women business owners experience extraordinary difficulties in penetrating and navigating many sectors and markets in Afghanistan, including local, national, and international. There is a significant amount of supply-side women-generated production that flows into various industry supply chains, from which women receive very limited benefits. In addition, the cartel-type of business behavior that is found across various sectors in Afghanistan has long been

¹⁰ See Attachment J.12 for IEE.

controlled by men, who do not welcome women entrants. Other examples of asymmetries and disadvantages not mentioned above may be taken into account as proposals are reviewed and considered.

USAID has emphasized commitment to gender equality in all aspects of its development programs. Interventions under this activity must address gender equality and women empowerment, including identifying opportunities to use affirmative action to support women exporters and women-owned businesses, in particular in those sectors where women comprise the bulk of the workforce and represent an important element for the success of those sectors (e.g., carpet production, jewelry, saffron). The activity must seek ways to engage men's support in any economic empowerment opportunities aimed at women in order to avoid unintended consequences. It must support the development and growth of women's business networks by, among other things, assisting them to strengthen their connections, knowledge sharing and business opportunities with regional and international women's business networks, and by supporting and promoting advocacy initiatives of women business associations.

The Contractor must incorporate a Gender Action Plan into the annual Work Plan that will demonstrate a gender assessment of each policy area or intervention and how it has the potential to affect men and women differently. Under this framework, the Contractor must periodically review and update these assessments as the annual Work Plan is updated and must include them in decision-making with the COR regarding which policy areas to focus. This must be incorporated into the AMELP, and must include indicators to measure the impact of policy reforms and other interventions on men and women traders, entrepreneurs, and clients.

- k) **Youth Integration:** The Contractor must focus on enabling youth to access economic and social opportunities, share in economic growth, live healthy lives, and contribute to household, community, and national well-being. The activity will build upon results of current and past USAID trade, private sector, and workforce development projects and will address both demand and supply side of youth employment. It will identify opportunities to include youth in specific activities, and encourage and support youth export-related efforts. Given the key role, challenges, and opportunities facing young people (ages 10 - 29) and 'youth' in particular, as defined in Afghanistan as ages 18-35, the activity will contribute to the outcomes specified in the USAID Youth in Development Policy¹¹.
- l) **Collaborating, Learning and Adapting (CLA):** The Contractor must incorporate a collaborating, learning and adapting approach that: a) generates, captures, shares, and applies information and knowledge to support and improve development outcomes; b) promotes collaborative learning and exchanges with relevant institutions, stakeholders, and development partners; c) coordinates efforts to increase synergies and encourage innovations and sound resource management; and d) supports sharing lessons learned and best practices and using innovative methods to reach stakeholders (e.g. virtual knowledge management platforms).

[END OF SECTION C]

¹¹ Available at <https://www.usaid.gov/policy/youth>

SECTION D: PACKAGING AND MARKING

D.1 BRANDING STRATEGY

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

(b) The contractor must develop a broad Branding Implementation Plan (BIP) and Marking Plan (MP) for the contract to describe how the program deliverables will be branded. The branding strategy for this contract, as specified in USAID ADS 320.3.2.1 is as follows:

Activity Name: Air Export Program (AEP)

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

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

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

Exceptions: Situational Branding: USAID/Afghanistan recognizes that full branding may not be appropriate for all materials/products/events, in all locations, at all times.

D.2 AIDAR 752.7009 – MARKING (JAN 1993)

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

(b) Specific guidance on marking requirements must 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 must be retained by the contractor.

D.3 ANTICIPATED ELEMENTS OF MARKING PLAN

In accordance with ADS 320.3.2.3, a Marking Plan must be developed by contractors to enumerate the public communications, commodities, and program materials and other items that visibly bear or will be marked with the USAID Identity. As stated in ADS 320.3.2, USAID's policy is that programs, projects, activities, public communications, or commodities implemented or delivered under contracts and subcontracts exclusively funded by USAID are marked exclusively with the USAID Identity. Where applicable, a host-country symbol or ministry logo, or another U.S. Government logo may be added.

Except for the manufacturer's trademark on a commercial item, the corporate identities or logos of contractors or subcontractors are not permitted on USAID-funded program materials and communications, unless specified in the USAID Graphic Standards Manual or approved in advance by the Principal Officer.

The Marking Plan may include requests for exceptions to marking requirements, to be approved by the CO. ADS Section 320.3.2.4 describes what the Marking Plan must address. Section 320.3.2.5 lists the exceptions to Marking Plan requirements.

D.4 APPROVAL OF CONTRACTOR BRANDING IMPLEMENTATION PLAN & MARKING PLAN

Branding & Marking under this contract must comply with the USAID Graphic Standards Manual in accordance with ADS 320, available at <http://www.usaid.gov/branding> or any successor branding policy. The Contractor's Branding Implementation Plan and Marking Plan will be reviewed by the COR and the DOC, and will be approved by the CO at the time of contract execution.

[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 <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

NUMBER	TITLE	DATE
52.246-3	INSPECTION OF SUPPLIES-COST-REIMBURSEMENT	MAY 2001
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 be subject to the performance standards set forth in Section F.4. Unless otherwise specified, inspection and acceptance shall take place at USAID/Afghanistan, Kabul.

Inspection of all deliverables required hereunder must be made by the COR. The COR listed in Section G has been delegated authority to inspect and accept all services, reports and other required deliverables. Acceptance of services, reports and other deliverables by the COR shall form the basis for payments to the contractor.

E.3 PERFORMANCE STANDARDS

Evaluation of the contractor's performance must be conducted in accordance with the performance standards set forth in the contract, the Contractor's overall performance toward achievement of the objectives in Section C and provision of deliverables in Section F, and the Contractor's compliance with all other terms and conditions of the contract. Each evaluation will be conducted jointly by the COR and the CO, and must form the basis of the Contractor's permanent performance record with regard to this contract as required in FAR Part 42.15 and AIDAR 742.15.

The Contractor's performance will be evaluated annually and at contract completion, utilizing at minimum, the following factors:

[To be inserted prior to award. The Offeror to propose the performance standards as part of the AMELP.]

[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 H of this contract. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

Number	Title	Date
52.242-15	STOP WORK ORDER (ALTERNATE I)	APR 1984
52.243-2	CHANGES-COST REIMBURSEMENT ALTERNATE II	AUG 1987 APR 1984

F.2 PERIOD OF PERFORMANCE

The period of performance of this contract is a three-year base period and one two-year option period from the date of contract award.

F.3 PLACE OF PERFORMANCE

The place of performance under this contract is the Islamic Republic of Afghanistan.

F.4 REPORTS, PLANS, AND OTHER DELIVERABLES

The Contractor must submit all plans, reports and other deliverables required by this contract electronically to the designated COR specified in Section G, with a copy to the Contracting Officer.

The Contractor must allow at least fifteen (15) calendar days for review and comments from the COR on any draft plans and reports. All plans and reports must be produced in English. Reports shall be prepared in a format consistent with USAID reporting requirements, to be mutually agreed upon by COR and the Contractor. All reports and plans are subject to written final approval and acceptance by the COR.

A. PLANS

1) Mobilization Plan:

The Contractor must submit a final Mobilization plan within 30 calendar days from the effective date of the contract. The COR will review it and provide comments within fifteen (15) calendar days of the award execution. The Contractor shall revise and submit the revised Final Mobilization plan no later than fifteen (15) calendar days after receipt of the COR's comments. The USAID COR will provide a written approval of the final mobilization strategy to the Contractor.

2) Annual Work Plans

The Annual Work Plan is a key document for contract performance that will detail the work to be accomplished during the upcoming year. The Contractor must submit detailed annual work plans to the COR on an annual basis, with the first year work plan to be submitted within sixty (60) calendar days of the execution date of the award. Subsequent work plans must be submitted thirty (30) calendar days prior to the start of the following activity year.

The work plan must include a schedule of activities and tasks planned to be conducted, and the inputs planned to be provided by the Contractor. This must include a description of planned activities and tasks and an estimated budget organized by component and, as appropriate, by sub-components. The work plan must be accompanied by a financial plan linked to the activities proposed in the work plan. The work plan must also describe contract-level outputs that the Contractor expects to achieve during the period, linked to the performance indicators set forth in the Activity Monitoring, Evaluation and Learning Plan (AMELP).

The contractor must also incorporate a Gender Action Plan into the Annual Work Plan that will demonstrate a gender assessment of each intervention and how it has the potential to affect men and women differently address gender equality and women empowerment, including identifying opportunities to use affirmative action to support women entrepreneurs and women-owned businesses.

The COR will review, comment, and/or approve the Annual Work Plans within fifteen (15) calendar days of receipt. Modifications that respond to changed conditions may be made; however, major modifications to each Annual Work Plan are subject to the approval of the CO. The Contractor will submit a final Annual Work Plan no later than fifteen (15) calendar days after receipt of COR approval.

3) Activity Monitoring, Evaluation and Learning Plan (AMELP)

The Contractor must submit a draft AMELP with their technical proposal, which will be used in place of a Quality Assurance Surveillance Plan (QASP). The AMELP will incorporate into one plan the QASP requirements per FAR Part 46.4 and the AMELP requirements per ADS 201.3.4.10. The AMELP will cover the three year base period and the option period (two years) and must include, but not be limited to the following: (1) the results to be achieved by the activity; (2) the indicators to be used to measure achievement of the results; (3) precise definitions for each indicator (as noted by Performance Indicator Reference Sheets (PIRS) – please refer to USAID for template); (4) estimated values for baseline data (including plan for baseline data collection if none available) (5) the method of data collection to be used to obtain the indicator data and the frequency at which each will be collected (monthly, quarterly, semi-annually); and (6) targets for each contract period. USAID will review the draft AMELP and provide comments/suggestions within thirty (30) calendar days of award execution. The Contractor must then submit a final AMELP to the USAID COR for approval not later than thirty (30) calendar days from receipt of USAID’s comments/suggestions. Agreement will be reached between the Contractor and the COR as to how data for these indicators will be tracked to ensure consistency. USAID will require rigorous methods for analysis and attribution of activity interventions against the baseline.

4) Environmental Mitigation and Monitoring Plan (EMMP)

In addition to the work plan, the Contractor, in collaboration with the COR and the Mission Environmental Officer or Bureau Environmental Officer, as appropriate, will review all planned and ongoing interventions under this contract to determine if they are within the scope of the approved Regulation "22 CFR 216" environmental documentation. The Contractor must submit the draft EMMP to the USAID COR for review within sixty (60) calendar days of the award.

The EMMP will be reviewed annually and updates will be made as appropriate, as new interventions are added. If the Contractor plans any new interventions outside the scope of the approved Regulation "22 CFR 216" environmental documentation, the Contractor must prepare an amendment to the documentation for USAID review and approval. No such new interventions will be undertaken prior to receiving written USAID approval of environmental documentation amendments. Any ongoing interventions found to be outside the scope of the approved Regulation "22 CFR 216" environmental documentation will be halted until an amendment to the documentation is submitted and written approval is received from USAID. (See Section J, Attachment J.12 - Initial Environmental Examination (IEE)).

5) Demobilization and Closeout Plan

The Contractor must submit Demobilization and Closeout Plan to the Contracting Officer and COR, at least one-hundred and twenty (120) calendar days before the completion date of the contract, for approval, in writing, a proposed plan for closing out contract activities, to include closeout of other support activities and property disposition. The plan must include, but will not be limited to, the following:

- 1) Property Disposition Plan for the contractor and subcontractor(s) in accordance with contract requirements, which must be approved by the Contracting Officer;
- 2) Plan for the phase-out of in-country operations, including a schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, outstanding travel and social payments, household shipments, vehicle; phone subscriptions, etc. ;
- 3) Explanation of the steps taken to ensure sustainability of any businesses established during the program;
- 4) Delivery schedule for all reports or other deliverables required under the contract.
- 5) Dates for final delivery of all goods and services for subcontracts;
- 6) Review of contract files for audit purposes and final billing to USAID;
- 7) Receipt of all final invoices and contract performance reports;
- 8) Report on the estimated amount of funds not required for the completion of the contract;
- 9) Report on compliance with all local labor laws, tax clearances, and other appropriate compliance matters.

B. REPORTS

1) Monthly Reports

Monthly reports are intended to be brief snapshots, no more than five pages, of activity progress and performance. They should highlight any important events, challenges and opportunities, and

any security impacts on the activity's implementation. The contractor must submit the monthly reports to the USAID COR for review within five (5) calendar days of the end of each month.

2) Quarterly Performance Reports and Financial Reports

a. Quarterly Performance Reports

The Contractor must submit quarterly performance reports to the COR within fifteen (15) calendar days of the end of each calendar quarter reflecting results and activities of the preceding quarter. The reports must describe the plan for the reporting period (as set forth in the work plan) and report on progress to date on AMELP indicators for that quarter, if applicable. A description of the specific accomplishments of the Contractor and any Short-Term Technical Assistance (STTA) must also be provided, including information on all activities, both ongoing and completed, by component, and geographically by location. The report must highlight utilization of any U.S. Small Businesses proposed in its Management Plan. The reports must highlight any issues or problems that are affecting the delivery or timing of services provided by the Contractor. These reports must summarize activity progress against tasks and benchmarks, and identify implementation issues that may inhibit or enhance contractor performance. In each quarterly report, the Contractor must include success stories which provide information that demonstrates the impact that the activity has had during the reporting period through materials such as stories, quotes and photos to be used for social media outreach and communication. The reports must also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable.

As agreed upon by the COR, quarterly reporting must begin after the end of the first quarter from the contract award. The CO may make exceptions to this schedule depending on when exactly the contract is signed; for example, if the activity begins in November, the time remaining in Quarter (Q) 1 may be incorporated into the quarterly report for Q2.

As agreed upon by the COR, a brief summary of quarterly activities and achievements in local languages, Pashto and Dari, may be required.

Quarterly data must also be entered into Afghan Info. The Q4 quarterly report can be combined with the Annual Report.

b. Quarterly Financial Reports

The Contractor must submit to the COR and to the Office of Financial Management within fifteen (15) calendar days of the end of each quarter brief quarterly expenditure reports which will contain a summary page which shows spending by line items as provided in the budget for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures. If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor must include a brief note to that effect, with the specific amount involved, thus enabling the COR to accurately track AEP's expenditure rate.

3) Annual Reports

The Activity annual reporting period must coincide with the Mission's annual reporting period that ends on September 30th. This is a comprehensive narrative report summarizing the previous year's activities and accomplishments against the respective annual work plan indicators. Annual reports will be submitted in lieu of the fourth quarterly report of every year. The Contractor shall prepare and submit an annual report in a format agreed upon by the COR thirty (30) calendar days prior to the end of every year. The Annual reports must clearly distinguish between the quarterly and annual results. Annual reports must include results against indicators, any security impacts on program implementation, and lessons learned over the year, as well as analysis of any key topic identified by the COR. It should also identify any new challenges or opportunities that may impact program implementation going forward. The final Annual Report can be combined with the Final Report.

4) Final Report

The Contractor shall prepare and submit a draft final report sixty (60) calendar days prior to the completion date of the contract. The COR will provide comments, if any, or concurrence to proceed to the Contractor within fifteen (15) business days of receipt. The Contractor will incorporate the COR's comments and submit the final report to the COR thirty (30) calendar days prior to the contract completion date.

The Final Report must be a detailed final/completion report which summarizes the accomplishments and impact in relation to the expected results and AMELP, and recommendations regarding future and unfinished work. The report shall include, but not be limited to:

- A discussion on the impact of the activity as compared to baseline conditions and data and an analysis of Afghanistan's trade regime overall;
- A description of all businesses, associations, agencies, institutions and organizations worked with in connection with activity components and an evaluation of their strengths and weaknesses;
- A discussion of problems encountered, objectives not fully achieved and lessons learned, and suggest ways to resolve identified constraints;
- Incorporation of any additional/available evaluative data compared to activity results and any explanatory background;
- A final financial report; and
- Attest that all relevant reports have been submitted to the Development Experience Clearinghouse (DEC).

Once approved by the COR, the contractor must submit the final report to the COR, the Contracting Officer and one copy, in electronic (preferred) or paper form (with all final documents) to the Development Experience Clearinghouse (see Section F.11).

5) Special Reports:

a. Short-Term Consultant Reports and Technical Reports

Upon completion of the services of each short-term consultant, the contractor must submit a report to the COR within 10 business days of the end of the consultancy summarizing the

activities, accomplishments, and recommendations of the consultant. Reports must clearly show the relevance and linkage of the consultant's activities to the overarching goals of the activity.

b. Ad-Hoc Reports

The contractor must fulfill all requests from the COR regarding Agency, Congressional, or Presidential inquiries. As applicable, any special reporting requirements will be communicated to the contractor well in advance.

c. Foreign Assistance Framework ("F") and other Reporting

The Contractor must provide input to the Mission's annual Operational Plan (OP) due upon COR request, and to the Mission's Performance Plan and Report (PPR). The purpose of the Mission's Operational Plan, completed each spring is to set targets for results projected for the following fiscal year. The purpose of the PPR, completed each fall, is to capture results achieved by USAID/Afghanistan during the prior fiscal year and report against targets that were outlined in the OP.

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

d. "Afghan Info" Reporting Requirements

USAID/Afghanistan uses a management information system to track program and activity information for all mission-funded activities at the provincial, district, and village levels. The purpose of this database is to track the location of activity implementation to the nearest village or geospatial coordinate, document the use of funds at the district level, and monitor the performance of activities, 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 provides information to the Ministry of Finance to track ongoing and completed donor-sponsored development activities.

The Contractor must provide at least quarterly updates of information on the activities under the contract by entering this information into the USAID/Afghanistan Management Information System ("Afghan Info"). The Contractor must enter information not later than fifteen (15) days after the end of each quarter via an Internet website or a Microsoft (MS) Access Database. USAID will provide the URL address or Access Database, and a user ID/password to the Contractor.

e. Inventory Report

The Contractor must submit a list of non-expendable equipment in the form of an Inventory Report on an annual basis. The Inventory Report must be submitted to the COR and to the CO within thirty (30) days prior to the end of every year. All purchases shall be in accordance with the terms and conditions outlined in AIDAR 752.245-70 and FAR 52.245.

f. Baseline Report

The draft AMELP will outline the Contractor’s approach for establishing the baseline. This may include using existing available data (project, host-country, other donor) in addition to conducting a baseline assessment if necessary. Baseline indicators should include at a minimum: Trade data disaggregated among air and land exports/imports, data on number and size of potential MSME beneficiaries expected to utilize EPZs (to the extent available), the size and scope of existing air services agreements and air corridors. Baseline data collection must be completed within sixty (60) days of award and submitted by the Contractor to the COR in a Baseline Report.

F.6 SUMMARY OF PLANS, REPORTS, AND OTHER DELIVERABLES

Plans, Reports and Other Documents	Version	Frequency	Due Date	Submit to	Reference
PLANS					
Mobilization Plan	Final	Once	Within 30 calendar days of the effective award date	COR with cc to CO	F.4.A-1
Annual Work Plan (AWP)	Final	Annual	First AWP within 60 calendar days of the effective award date; AWP for subsequent years within 30 calendar days prior to the start of the activity year	COR with cc to CO	F.4.A-2
Activity Monitoring, Evaluation and Learning Plan (AMELP)	Final	Annual	Within 60 calendar days of the effective award date	COR with cc to CO	F.4.A-3
Environmental Mitigation and Monitoring Plan (EMMP)	Final	Once	Within 60 calendar days of the effective award date	COR with cc to CO	F.4.A-4
Branding Implementation Plan and Marking Plan	Final	Once	Approval at award	COR with cc to CO	Annex K and Attachment J.14
Demobilization and Closeout Plan	Draft	Once	120 calendar days before the end date of the award	COR with cc to CO	F.4.A-5
REPORTS					
Monthly Reports	Final	Monthly	Within 5 calendar days of the end of each month	COR	F.4.B-1
Quarterly Performance Reports	Final	Quarterly	Within 15 calendar days of the end of each quarter	COR with cc to CO	F.4.B-2(a)
Quarterly Financial	Final	Quarterly	Within 15 calendar days of	COR with cc	F.4.B-2(b)

Reports			the end of each quarter	to CO	
Annual Report	Draft	Annual	Within 30 calendar days of the end of each Fiscal Year	COR with cc to CO	F.4.B-3
Final Report	Draft	Once	60 calendar days before the award end date	COR with cc to CO	F.4.B-4
STTA Reports	Final	As required	Within 10 business days of the end of assignment	COR	F.4.B-5(a)
Ad-hoc Reports	Final	As required	As agreed with the COR	COR	F.4.B-5(b)
Foreign Assistance Framework Reporting	Final	Annual	As agreed with the COR	COR	F.4.B-5(c)
Afghan Info Reporting	Database Reporting	Quarterly	Not later than 15 days after the end of each quarter	COR	F.4.B-5(d)
Annual Inventory Report	Final	Annual	Within 30 calendar days of each award year	COR with cc to CO	F.4.B-5(e)
Baseline Report	Final	Once	Within 60 days of the effective award date as part of the AMELP	COR	F.4.B-5(f)

F.7 REPORTING FORMAT

- a) The cover page of all reports must include the USAID identity (U.S. Agency for International Development/Afghanistan or USAID/Afghanistan) prominently displayed, the contract number, contractor name, USAID Office of Economic Growth, the publication or issuance date of the document, document title, author name(s), activity number, and activity title. Descriptive information is required whether contractor-furnished products are submitted in paper or electronic form. All materials must include the name, organization, address, and telephone/internet number of the person submitting the materials.
- b) Hard copy reports must be prepared on non-glossy paper (preferable recycled and white or off-white) using black prints. Elaborate art work, multi-color printing, and expensive binding are not to be used. Whenever possible, pages must be printed on both sides.
- c) Electronic formats must be submitted with the following descriptive information:
 1. Operating system format, e.g. Windows or Macintosh compatible;
 2. The format for any graphic and/or image files included, e.g., TIFF-compatible;
 3. Any other necessary information, e.g.; special backup or data compression routines/software used for storing/retrieving submitted data; and
- d) All PDF files that are submitted must be unlocked.

F.8 LANGUAGE OF REPORTS AND OTHER OUTPUTS

All reports and other outputs must be in the English language, unless otherwise specified by the COR. See also AIDAR 752.211-70 Language and Measurement (June 1992), incorporated by reference into this contract in Section I. Any supplements presented in a language other than English must be accompanied by a certified translation. The Contractor, upon request, may be asked to provide reports or work products in either Dari or Pashto, as applicable.

F.9 PROGRAM PERFORMANCE EVALUATIONS

The Contract will undergo program performance evaluations twice during the period of performance, (separate from the annual Contractor Performance Assessment Reporting System (CPARS) evaluation as described in Section F.3 above). Under a separate mechanism, USAID expects to conduct an independent mid-term program evaluation scheduled near the end of the second year of the contract. The focus of the program evaluation will be to assess the achievements of AEP against the stated objectives and goals, to identify which elements of AEP had the most significant impact and which did not, and which aspects of AEP design need to be considered for continuation under future possible programs. The Contractor will be requested to provide input into the program evaluation and must be prepared to collaborate in the implementation of the program evaluation. USAID intends to conduct a final performance evaluation of AEP at the end of the contract. Unless agreed otherwise by USAID, funds for evaluation are outside the budget for the Contract, and evaluation will be contracted with a third-party contractor. This evaluation will meet all the high-quality evaluation criteria as described in USAID's Evaluation Policy (the link for this policy: <http://www.usaid.gov/evaluation/policy>). The Contractor shall provide any documentation or other information required to assist with the evaluation or monitoring mission, and grant access rights.

F.10 USAID/AFGHANISTAN PUBLIC POSTING (APRIL 2016)

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

F.11 KEY PERSONNEL

Key Personnel are considered to be essential to the work being performed under this activity. The following persons have been approved as Key Personnel:

[The Offeror must propose Key Personnel, and the final number of Key Personnel will be based on the Offeror's approach, but not be more than five (5) in total. Final number and title of positions and names will be inserted in the final contract.]

[The title, minimum qualifications, and position description for all key personnel positions, as well as the names of the qualified individuals for each key personnel position will be incorporated herein at the time of the award.]

NAME	POSITION/TITLE
TBD	TBD
TBD	TBD
TBD	TBD
TBD	TBD
TBD	TBD

The Contractor shall establish key personnel presence in Kabul, Afghanistan within thirty (30) days from the award date. The Contracting Officer or the COR, (if delegated approval authority by the CO), will approve the Key Personnel.

Prior to replacing any of the specified individuals, the contractor must notify both the Contracting Officer and COR reasonably in advance and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the activity. No replacement of key personnel is allowed without the written consent of the Contracting Officer.

[END OF SECTION F]

SECTION G: CONTRACT ADMINISTRATION DATA

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

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

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

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	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. for Line Item 0002	\$XXXX.XX	\$XXXX.XX
TOTAL		\$XXXX.XX	\$XXXX.XX

2. The fiscal report must include a certification, signed by an authorized representative of the contractor, as follows:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the contractor in accordance with the terms of this contract 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 (as applicable). The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- C. Upon compliance by the contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the contractor of all Government-owned property for which the contractor had custodial responsibility, the Government shall promptly pay to the contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- D. The contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract must be preserved and made available as part of the contractor's records which are required to be presented and made available by FAR 52.215-2 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
West Compound
Great Massoud Road
Kabul, Afghanistan

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

G.3 CONTRACTING OFFICER'S AUTHORITY

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

All questions concerning the administration of this award shall be sent to the Contracting Officer. It is the responsibility of the contractor to inform the Contracting Officer of requests that affect any and all sections of this award. The Contracting Officer is located at:

[NAME OF CO]
USAID/Afghanistan
Office of Acquisition and Assistance
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

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

G.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (COR) is **[insert name upon award]**. The Contracting Officer Representative is located at:

[NAME OF COR]
USAID/Afghanistan
Office of Economic Growth
U.S. Embassy
West Compound
Great Massoud Road
Kabul, Afghanistan

U.S. Mailing Address:
Office of Economic Growth
USAID, Afghanistan
6180 Kabul Place,
Dulles, VA 20189-6180

The Contractor's primary point of contact is **TBD ON AWARD** and can be reached at **TBD ON AWARD**.

G.5 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

A. Technical Directions are defined to include:

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

3. Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the Performance Work Statement as detailed in Section C.
- B. The COR is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this contract:
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 must be signed as “Contracting Officer’s 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 Representative is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The Contracting Officer’s Representative may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of Level of Effort (LOE). All contractual agreements, commitments, or modifications which involve costs, quantities, quality, and schedules shall be made only by the Contracting Officer.

- C. In the separately-issued Contracting Officer’s Representative Designation letter, the CO designates an alternate Contracting Officer’s Representative to act in the absence of the designated Contracting Officer’s Representative, in accordance with the terms of the letter.
- 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 Representative must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: Performance Work Statement, cost, quantity, technical specifications, delivery schedule, 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 be a change, within the specified number of days contained in FAR 52.243-7 Notification of Changes (JAN 2017), waives the contractor's right to any claims for equitable adjustments.
- F. In case of conflict between this contract and the COR designation letter, the contract prevails.

G.6 PAYING OFFICE AND SUBMISSION OF INVOICES

The paying office for this contract is:

Office of Financial Management
USAID/Afghanistan
6180 Kabul Place
Washington, DC 20521-6180
Email: KabulAIDevouchers@usaid.gov

The contractor may submit vouchers for payment monthly or bi-monthly. The contractor may invoice for costs incurred at the time of invoice.

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

Financial Tracking and vouchering:

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

G.7 ACCOUNTING AND APPROPRIATION DATA

- a. Budget Fiscal: [Data to be inserted at award]
Operating Unit:

Strategic Objective:
Team/Division:
Benefiting Geographic Area:
Expanded Object Class Code (EOCC):
Amount Obligated:

- b. Contractor Specific Information:
DUNS:
TIN:

G.8 CONTRACTOR'S PRIMARY POINT OF CONTACT

The Contractor's primary point of contact for this award is:

Name: TBD
Title: TBD
Telephone number: TBD
Email address: TBD

[END OF SECTION G]

PART II – CLAUSES

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE in Section I of this contract, the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
AIDAR 48 CFR 752.245-71	Chapter 7 TITLE TO AND CARE OF PROPERTY	APR 1984

H.2 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 935. For accurate identification of developing countries, advanced developing countries, and prohibited sources, please refer to AIDAR 752.225-70 Source and Nationality Requirements (FEB 2012) and the Automated Directives System (ADS) Chapter 310 entitled Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID.

H.3 CONSENT TO SUBCONTRACT (DECEMBER 2016)

(a) In accordance with FAR 52.244-2 Subcontracts, Contracting Officer's consent has been provided to award subcontracts as proposed in the contractor's proposal which resulted in the award of this contract to the following firms for the services or supplies specified in the prime contractor's proposal:

Name of Subcontractor Services/Supplies to be provided upon award:

Name of the Sub-contractor(s)	Total Estimated Amount (USD)	Role and Responsibilities in Brief
TBD	TBD	TBD

(b) 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. In order for the contractor to receive consent to subcontract; it must address each of the elements in FAR 44.202-2 for each subcontractor. If the contractor chooses not to request consent to subcontract at the time of proposal submission, it still must identify all subcontractors and lower tier subcontractors proposed to perform work under the contract.

H.4 USAID/AFGHANISTAN RIGHT TO PROCURE FROM OTHER SOURCES (AUGUST 2016)

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

H.5 USAID/AFGHANISTAN MAXIMIZING USE OF LOCAL ENTITIES (AUGUST 2016)

In keeping with the principles of designing a program for local entities, and where the contractor determines that program content and efficiency of implementation will be beneficial, the contractor is strongly encouraged to sub-contract with local NGOs, and local firms in the implementation of the program.

H.6 USAID/AFGHANISTAN SUB-AWARD REQUIREMENTS (APRIL 2016)

- A. Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all awards. The Implementing Partner must not allow lower-tier sub-awards without the express written approval of the Contracting Officer.
- B. Definitions: The term "award" in this clause refers to the direct award between USAID and the contractor. A "first-tier sub-award" is a direct award between the contractor and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").
- C. USAID's objective is to promote, to the extent practicable, competitive, transparent, and appropriate local sub-awards with legitimate and competent sub-awardees. The contractor must ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. The contractor must ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.
- D. Should exceptional circumstances warrant sub-awards below two tiers, the contractor must promptly request approval in writing from the Contracting Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph E. below is also provided.
- E. Contractor written request for approval to allow sub-awardees below the second tier will include the following information:
 - i. Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
 - ii. Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.

- iii. The total value of the work and total value of the work to be self-performed by the existing sub-awardee;
- F. For purposes of calculating tiers, the following will not be considered a tier:
- i. subsidiaries of the awardee;
 - ii. members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
 - iii. employment awards for a single individual, provided that such individual issues no further sub-awards;
 - iv. suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity will be considered a "tier" for purposes of this clause/provision;
 - v. suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the award.
- G. Unless an exception is provided per section D. above. The contractor will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The contractor is responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

H.7 USAID/AFGHANISTAN VETTING REQUIREMENT (APRIL 2016)

The Contractor must comply with USAID/Afghanistan's Mission Order 201.06, National Security Screening (Non-U.S. Party Vetting) (See Attachment J.6).

- A. In accordance with USAID/Afghanistan Mission Order 201.06 - National Security Screening (Non-U.S. Party Vetting) the Contractor must complete and submit a "USAID Information Form" for:
- a. Itself, if it is a non-U. S. entity;
 - b. Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued cumulatively at \$25,000 or more, that is a non-U.S. entity; or
 - c. Each key individual that is a non-U.S. entity.
- B. For purposes of this requirement, the following definitions apply:
- a. "Non-U.S. entity" means:
 - i. any non-US citizen or non-permanent legal resident of the United States: or
 - ii. any entity that is not formed in the United States or for which 50% or more of the equity is owned or controlled by persons who are not U.S. citizens or permanent legal residents of the United States.
 - b. "Key individuals" means:
 - i. an individual or entity owning 10% or more equity stake in the organization, whether 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):
 - a) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);
 - b) the program manager or chief of party for the USAID-financed program:
- and

- c) any other person with significant responsibilities for administration of USAID financed activities or resources.
- C. The requirements of paragraph A. of this clause must be completed prior to the Government's acceptance of the contract and following that, at the earlier of:
 - a. Once a year; or
 - b. When there is a change or addition to any entity or person identified in paragraph A.
- D. USAID reserves the right to rescind approval for a sub-award in the event that USAID subsequently becomes aware of information indicating that the sub-award is contrary to U.S. law or policy prohibiting support for terrorism, or facilitating criminal activity. In such cases, USAID's Contracting Officer will provide written instructions to the implementing partner to terminate the sub-award.

H.8 USAID/AFGHANISTAN USE OF SYNCHRONIZED PRE-DEPLOYMENT AND OPERATIONAL TRACKER (SPOT) FOR CONTRACTORS SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (SUPPLEMENT TO FAR 52.225-19) (AUGUST 2016)

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

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

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

H.9 SERIOUS INCIDENT REPORTING (SIR) IN AFGHANISTAN (AUGUST 2016)

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

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

1. **Arrest** – A legal detention by the Afghanistan National Security Forces (ANSF) or Coalition Forces (CF)
2. **Complex Attack** – An attack using multiple means of engagement such as an Improvised Explosive Device (IED) followed by small arms fire
3. **Demonstration** – An organized act of protest against legitimate operations that results in violence or the threat of violence
4. **Harassment** – Interference in legitimate operations by ANSF, RS, or local civilian forces
5. **Indirect Fire (IDF)** – Attacks in which weapons are not directly aimed at the target (such as mortars, artillery, emplaced rockets but not rocket propelled grenades -RPGs)
6. **Improvised Explosive Device (IED)** – A bomb made and delivered in a non-conventional way (body borne IED, vehicle borne IED, remote control IED, magnetic IED etc.)
7. **Capture** - Illegal or hostile detention by insurgents or criminals for any length of time
 - a. Abduction: the act of taking someone away by force or fraud
 - b. Kidnapping: the abduction of a person by force or fraud for use as a hostage
 - c. Hostage: a person given or held as security for the fulfillment of certain conditions or terms, promises, etc., by another.
8. **Land Mine** – A manufactured anti-personnel or anti-vehicle mine.
9. **Motor Vehicle Accident (MVA)** – An airplane, motorcycle, car, or truck crash which results in injury or damage.
10. **Robbery** – Non-insurgent related theft of property.
11. **Small Arms Fire (SAF)** – a hostile engagement by a direct fire weapon (such as a pistol, AK-47, PK machine gun, RPG etc.)
12. **Threat** – Verbal (in-person, telephone, etc.), SMS (text message), or written message threatening violence or demanding payment in any form.
13. **Other** – negligent or unintentional firearm discharge, physical altercation between employees, cybersecurity incident, sexual misconduct etc.

INITIAL NOTIFICATION: Contractor must provide initial notification by email or telephone to the USAID Partner Liaison Security Officer (PLSO), the Contracting, and the Contracting Officer's Representative (COR) for accountability purposes of any serious incident as soon as practical, if it cannot be done immediately. This notification must provide as many details as are known at the time about the incident. The email addresses for the PLSO are KabulAIDSSO@usaid.gov and KabulAIDSSO@state.gov and the telephone numbers are +1 (301) 490-1042 Ext. 3342 or Ext. 3115. A point of contact (POC) for the prime Contractor must be provided to the PLSO and COR in order for USAID personnel to follow up on the security incident details. Additionally, if a serious incident which involves an employee wounded in

action (WIA) who later succumbs of the wound(s), the implementing partner shall provide the same notification within 24 hours of the death of the individual.

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

Following the conclusion or solution of the reported incident, a Final Serious Incident Report should be submitted to the USAID PLSO to identify the resolution of the reported event and provide details indicating the resolution thereof.

H.10 USAID/AFGHANISTAN SMART TRAVELER ENROLLMENT PROGRAM (STEP) (JANUARY 2016)

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

H.11 USAID/AFGHANISTAN HOST COUNTRY TAXES AND DUTIES (NOVEMBER 2016)

The Contractor is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs, duties, and taxes. In accordance with the applicable U.S. Government cost principles, such costs are unallowable and may not be charged to this Award or paid with funding provided in the award. If the Contractor is assessed any such charges, they must bring the proposed assessment to the immediate attention of the Contracting Officer and USAID/Afghanistan. See Attachment J.3 Registration and Tax Exemption in Afghanistan for further information.

H.12 ELECTRONIC PAYMENTS SYSTEM (JULY 2014)

1. Definitions:

- a. "Cash Payment System" means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.
- b. "Electronic Payment System" means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial

institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, where applicable.
3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:
 - a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
 - b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
 - c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
 - d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.
4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <https://solutionscenter.nethope.org/forms/toolkit-access-form/>.

H.13 COMPENSATION FOR COOPERATING COUNTRY NATIONALS (CCNs) IN AFGHANISTAN – ACQUISITION (OCT 2017)

The Contractor is required to comply with the current English version of the National Technical Assistance Salary Scale and Implementation Guideline (NTA) compensation scale, including all clarification notes, addendums, and updates, as posted on the Government of the Islamic Republic of Afghanistan (GIROA) Ministry of Finance website (<http://www.budgetmof.gov.af/index.php/en/>) and USAID Implementing Partner Notice #OAA-IP-2016-001, as the Local Compensation Plan for all Cooperating Country National (CCN) employees.

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

H.14 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION (DECEMBER 2016)

A. Limitations:

1. Salary ranges for all positions under this award must be established based on the market value of the position. The established range must be realistic and reasonable for the responsibilities of each position and must not be based on the salary history or the qualifications of the candidate selected. The salary ranges must be certified by the

Contractor and submitted to the Contracting Officer. Upon establishment of the salary ranges for professional positions, an appropriate candidate must be selected based on the qualifications sought for that position and the Contractor's personnel practices. That individual's salary must be negotiated within the established range, based on his or her certified salary history and the conditions stated further in this paragraph. The Contractor must avoid "rank-in-person" salaries, which are in excess of the value and the responsibilities of the position. In addition, the salary ranges may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees. If, during contract performance, the Contractor proposes salary or wages for an individual(s) that exceeds the market value of the position, the cognizant Contracting Officer's approval is required.

- B. Initial Salaries: Only the salary rates for individuals whose Employee Biographical Data forms were submitted with the proposal are approved.
- C. 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.
- D. Return of Overseas Employees: Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will not be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route. USAID will not reimburse any costs including airfares, mobilization, nor demobilization in the event that such employee/Consultant has not completed one (1) full year tenure in Afghanistan.
- E. 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.
- F. Authorized Work Day/Week:
A five (5) day workweek is authorized for this contract. However, non-overseas employees/expatriates and/or consultants on temporary duty assignment to Afghanistan are authorized a six-day work week without premium pay. For exceptional occasions, when there are essential and time-sensitive tasks to be performed that cannot be accomplished during a five-day workweek, a six-day workweek is authorized for CCN employees. The Contractor must document these instances and inform the COR with a copy to the Contracting Officer.

Payment for CCN employees' work in excess of the normal work week will be made in accordance with the contractor's personnel policies and procedures and in compliance with prevailing local labor laws.

H.15 PRESS RELATIONS (JANUARY 2017)

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

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

H.16 USAID/AFGHANISTAN RESTRICTIONS ON CONTRACTORS EXECUTING AGREEMENTS WITH GOVERNMENT OF NATIONAL UNITY OF AFGHANISTAN (AUGUST 2016)

- A. Only the Mission Director of USAID/Afghanistan has the authority to negotiate, execute, and implement instruments, such as Memorandums of Understanding or Letters of Intent or Collaboration (MoUs), with the Government of the Islamic Republic of Afghanistan (GIROA) for activities using USAID funds. Contractors must not enter separate MoUs with any GIROA entity including ministries, provincial or district government entities, or city and village entities.
- B. If a Contractor determines a MoU with the GIROA is beneficial to the implementation of activities funded by USAID, the Contractor must request their COR to draft and negotiate that MoU between USAID and the GIROA. The request should describe at a minimum:
 - a. how large or important a role the GIROA unit entity (e.g. ministry, agency, city) is being asked to play in the activity;
 - b. previous experience or status of current relations with the GIROA unit entity;
 - c. any relevant US legislation; and
 - d. the advantages to be gained from formally memorializing the terms of the assistance relationship with the GIROA entity.
- C. All amendments to the MoU must be approved by the COR.
- D. This provision does not apply to agreements between an Implementing Partner and the Afghanistan Public Protection Force (APPF) for security services.

H.17 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

a) Definitions. For the purpose of submissions to the DDL:

- 1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).
- 2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

b) Submissions to the Development Data Library (DDL)

- 1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.
- 2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the

contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

- 3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.
- 4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.
- 5) The contractor must not submit classified data to the DDL.

H.18 USAID/AFGHANISTAN DATABASE and GIS/GPS REPORTING REQUIREMENTS (MARCH 2017)

USAID/Afghanistan uses a web-based system to collect and organize information critical to program management, oversight, and reporting. This system is named Afghan Info. Afghan Info supports a number of exercises including: Mission-wide Portfolio Reviews, the Performance Plan and Report, the Multi-Tiered Monitoring Approach, Geographic Information System (GIS) analysis, and overall coordination efforts. Reported information may impact policy formulation and project design stakeholders including USAID/Afghanistan, USAID/Washington, the United States Congress, the Government of the Islamic Republic of Afghanistan (GIROA), and other donors.

USAID requires a minimum of quarterly (United States Government Fiscal Quarters) data submissions throughout the entire life of the award. The partner must provide updates for all required data elements as specified in the reporting requirements of their award. As applicable, data to be reported into Afghan Info may include:

- Monitoring and Evaluation (M&E) Plan indicator reporting and aggregate and/or raw data.
- Attribution by provinces/districts of total quarterly costs/ vouchered expenses.
- Documents as required in the reporting requirements section of the award.

Partners are additionally required to collect and report on Global Positioning System (GPS) data and other GPS supporting details for all implementation activities. (This is especially important if data could/will be analyzed to the type III Geographical Disaggregation level.) Geographic data collection, analysis, and submission methods must be included in annual work and M&E plans. Partners must ensure the following standard settings are utilized when collecting latitude/longitude GPS coordinate data for USAID/Afghanistan activities:

Coordinate System/Datum: WGS 1984

Coordinate Format: Decimal Degrees (DD.DDDDDD) with at least 6 decimal places

Latitude Coordinate Parameters: Must be between 29.378060 - 38.489592

Longitude Coordinate Parameters: Must be between 60.475769 - 74.889862

Accuracy Level: Less than 15 meters

The COR responsible for the award will provide specific guidance on reporting, provide access to the Afghan Info system for the Contractor, and ensure that all applicable reporting requirements have been assigned to the award and as necessary, appropriately configured in the system. Contractors must use the Afghan Info interface for data entry. Criteria for restricting reporting activity or reporting sites will be provided by the COR. Data entered into the system must adhere to USAID data quality standards (ADS 203.3.11.1). All geographic data will additionally adhere to OMB Circular A-16 and A-130; Executive Order 12906; ADS 557 (Public Information); and ADS 579 (USAID Development Data). Data entry modules will include an option for selecting certain sites for restricted access in the database. (Note: all activities will be recorded, but those restricted will be viewable only by those with a “need to know”.)

In consultation with the USAID/Afghanistan’s GIS Specialist and/or as directed by USAID/Afghanistan or USAID/Washington, the COR will manage this geographic data for use in project management, communications, reporting, and evaluation. In the case of proprietary or contractual restrictions preventing submission/publication of geographic data, the Contractor shall provide justification to the COR. For activities requiring multiple data points, to include infrastructure activities such as dam, power line, and road construction, data can be submitted to USAID or through a “cloud-based data transfer mechanism that is outside USAID (example: Dropbox), but must be stored and submitted to the COR in industry standard formats such as ESRI Shapefile, ESRI Feature Class, or Microsoft Excel, and include any and all metadata. All infrastructure programs will include photo documentation from no less than two sides with no less than beginning and ending project photographic documentation.

Metadata or “Properties” is a summary providing content, quality, type, creation, and spatial information about a data set. In the file’s “properties” programmatic specifics to include name, description of the file, program and implementer, geospatial location and description of the activity will be included. For example, a photograph’s metadata will include Title- the name of the event or site, such as “Ghazi Mohammad Ayub Khan High School” ; Subject- what the photo depicts; such as “prior to start of construction a/o 20160207”; TAGS - will include, at a minimum, the program and the implementer for example: “SACCARP; IOM;” Comment: the grid and the nature of the project/event, such as “31.623130, 65.055618 photo of the front of the school. Prior to stair repair, painting and toilet rehab”. The date the photo was taken should already be included automatically but if not it should be also added.

Although the example discusses an image file, the same requirement for metadata documentation is required for other file formats (docx or xlsx) that document a specific project’s geographically linked activity that will be used for permanent documentation.

Please note some cameras with integrated GPS capability automatically places the data into the Exif metadata. The data should be kept; but often, the Lat/Long format is in Hours/Min/Sec and not in digital degrees, therefore, it must be converted and added to the metadata. There are free available sites on the web, such as <http://www.latlong.net>; and <http://www.earthpoint.us/Convert.aspx>.

Unless otherwise specified, Afghan Info can be accessed at: <https://usaidinfo.usaid.gov/>.

H.19 ENVIRONMENTAL COMPLIANCE

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

Environmental Mitigation and Monitoring Plan (EMMP)

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

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

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

2) An Initial Environmental Examination (IEE) # OAPA-18-MAY-AFG-0046 (Attachment J.12) has been approved for the Activity funding this RFP. The IEE covers activities expected to be implemented under this contract. USAID has determined that a Negative Determination with conditions applies to one or more of the proposed activities. This indicates that if these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor shall be responsible for implementing all IEE conditions pertaining to activities to be funded under this solicitation.

3) N/A

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

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

4c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation shall be halted until an amendment to the documentation is submitted and written approval is received from USAID.

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

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

5c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.

H.20 IMPLEMENTATION OF EXECUTIVE ORDER 13224 ON TERRORISM FINANCING (AUGUST 2016)

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.

H.21 COMPLIANCE WITH ADS 206 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS (DECEMBER 2016)

USAID reserves the right to terminate this contract, to demand a refund or take other appropriate measures, if the Contractor has been convicted of a narcotics offense or has been engaged in drug trafficking as defined in 22 CFR Part 140. This clause must be included in all subcontracts issued under this contract.

H.22 NONEXPENDABLE PROPERTY PURCHASES (APRIL 2017)

1) The Contractor is hereby authorized to purchase the equipment and/or resources as identified in the approved budget. All purchases shall be in accordance with the terms and conditions outlined in AIDAR 752.245-70 and FAR 52.245.

2) The Contractor shall request CO approval for purchase of nonexpendable property as defined that is not identified in the approved budget as required by CIB 92.25. The Contractor shall submit for approval, annually, a list along with justification for each NXP being proposed that is outside of the approved budget.

3) Contractor may also be required to obtain CO approval for other types of purchases as required by other U.S. Government regulations and policies (i.e. Restricted Goods, etc.) outlined in the contract.

4) "Title To and Care of Property" for government furnished property is in accordance with AIDAR 752.245-71).

5) Any contractor request to purchase additional non-expendable property after award should include an explanation and appropriate justification.

H.23 USAID/AFGHANISTAN COMPLIANCE WITH EXECUTIVE ORDER 13559 FACILITIES USED FOR RELIGIOUS ACTIVITIES (FEBRUARY 2016)

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

H.24 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (AUGUST 2016)

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

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

H.25 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (AUGUST 2016)

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

H.26 COMPLIANCE WITH ADS 252 & 253 - TRAINING AND RESULTS AND INFORMATION NETWORK (TRAINET) (AUGUST 2016)

1. Participant Training Reports. The Contractor will collect training data on technical trainings (i.e., conferences and workshops) provided for beneficiaries that were held in the United States, third countries, or in-country under this contract. The training data will be entered into TraiNet and submitted to the COR quarterly no later than 45 days following the end of each fiscal quarter measured from October 1, as relevant. The Contractor will follow ADS 252 policy, which provides detailed information regarding visa compliance guidelines, and ADS 253, which provides guidance on how to implement USAID funded training programs. USAID/Afghanistan's Office of Program and Project Development (OPPD) can assist Contractor to roll out TraiNet for their activity and share their training data on TraiNet with OPM.

2. TraiNet and USAID Sponsored J-1 Visas. All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID-funded Exchange Visitors.

USAID/Afghanistan prefers that TraiNet data entry, verification, and reporting responsibilities for exchange programs held in the United States be completed by the Mission. USAID/Afghanistan's OPPD is responsible for data entry (the R1 role), verification (the R2 role), and approval (the R3 role) of all U.S.-based training programs and participants that are funded by USAID. USAID/Afghanistan's CORs are responsible for working with the Contractor to obtain the data needed by the R1, R2 and R3 to complete this action. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

The Contractor provide to the COR and OPPD required documents to initiate the DS-2019 approval process (as per Mission Order 252) by minimum 8-10 weeks prior to the start date of the training program.

Data is entered into TraiNet by OPPD's Data Entry Initiator (R1) once all information and documents are received from the implementing partner and are correct. The R1 submits the information to the Visa Compliance System (VCS).

The designated Verifier (R2) in OPPD verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data.

The designated Approver (R3) in OPPD reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments.

When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database. The DS-2019 form is created, printed and mailed to the R3. The R3 gives the form to the R1 who coordinates with the COR and Contractor on completing the visa application process.

The Contractor is responsible for ensuring that participants complete the on-line visa application form. When asked to enter a "Program Number", applications should enter USAID's Exchange

Visitor Program Number G-2-00263.” The SEVIS number required for completing the visa application will be provided by the R1.

The R1 is responsible for providing the implementing partner or participant with the SEVIS number required for completing the on-line visa application form, scheduling an appointment with the Consular Office, and delivering the DS-2019 form to the implementing partner or to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section.

All host country nationals being funded fully, partially, directly, or indirectly by USAID must enter the U.S. on a J-1 Visa, regardless of the type or duration of the activity. In order to secure a J-1 visa, each participant must first secure a DS-2019 form (Certificate of Eligibility for Exchange Visitor J-1 Status). TraiNet is the only means of obtaining a DS-2019 for USAID funded Exchange Visitors.

USAID/Afghanistan delegates the TraiNet data entry, verification, and reporting responsibilities to its contractors is responsible for data entry (the R1 role) and verification (the R2 role) of all training programs and participants that are funded by USAID. USAID/CAR/SPO is responsible for approval (the R3 role) and the COR and Program Managers are responsible for working with their contractors to obtain the data needed by the R3. USAID/Washington is responsible for submission of the data (the R4 role) to SEVIS. The DS-2019 approval process is as follows:

- Data is entered into TraiNet by the Contractor’s Data Entry Initiator (R1);
- The R1 submits the information to the Visa Compliance System (VCS);The designated Verifier (R2) verifies the accuracy of the data in the VCS, uploads documents, and either submits the information to the R3 if all is correct, or rejects the file if there are errors in the data;
- A designated United States citizen in the Mission – the Approver (R3) – reviews the electronic versions of documents and either approves or rejects the files (for missing data or other concerns based on review of the files) sending them back to the R1 with comments;
- When the R3 approves a file, the information is electronically transferred to the Responsible Officer (R4) in USAID/Washington who provides the final approval before the information is submitted to the Department of Homeland Security SEVIS database; The DS-2019 form is created, printed and mailed to the R3;
- The R3 gives the form to the USAID COR who provides it to the Contractor.

The Contractor is responsible for delivering the form to the participant so that he/she can present it to the Consular Officer during their appointment for a J-1 visa at the U.S. Embassy consular section, or designated Consulate. Exchange visitors apply online at the U.S. State Department’s website in the respective country. When asked to enter a “Program Number”, applications should enter USAID’s Exchange Visitor Program Number G-2-00263.”

H.27 LIMITATION ON ACQUISITION OF INFORMATION TECHNOLOGY (DEVIATION NOs. M/OAA-DEV-FAR-18-2c and M/OAA-DEV-AIDAR-18-2c) (APRIL 2018)

(a) Definitions. As used in this contract -- “Information Technology” means (1) Any services or equipment, or interconnected system(s) or subsystem(s) of equipment, that are used in the

automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the agency; where (2) such services or equipment are 'used by an agency' if used by the agency directly or if used by a contractor under a contract with the agency that requires either use of the services or equipment or requires use of the services or equipment to a significant extent in the performance of a service or the furnishing of a product. (3) The term "information technology" includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including provisioned services such as cloud computing and support services that support any point of the lifecycle of the equipment or service), and related resources. (4) The term "information technology" does not include any equipment that is acquired by a contractor incidental to a contract that does not require use of the equipment.

(b) The Federal Information Technology Acquisition Reform Act (FITARA) requires Agency Chief Information Officer (CIO) review and approval of contracts that include information technology or information technology services.

(c) The Contractor must not acquire information technology as defined in this clause without the prior written approval by the contracting officer as specified in this clause.

(d) Request for Approval Requirements: (1) If the Contractor determines that any information technology will be necessary to meet the Government's requirements or to facilitate activities in the Government's statement of work, the Contractor must request prior written approval from the Contracting Officer. (2) As part of the request, the Contractor must provide the Contracting Officer a description and an estimate of the total cost of the information technology equipment, software, or services to be procured under this contract. The Contractor must simultaneously notify the Contracting Officer's Representative (COR) and the Office of the Chief Information Office at ITAuthorization@usaid.gov.

(e) The Contracting Officer will provide written approval to the Contractor through modification to the contract expressly specifying the information technology equipment, software, or services approved for purchase by the COR and the Agency CIO. The Contracting Officer will include the applicable clauses and special contract requirements in the modification.

(f) Except as specified in the contracting officer's written approval, the Government is not obligated to reimburse the Contractor for any costs incurred for information technology as defined in this clause.

(g) The Contractor must insert the substance of this clause, including this paragraph (g), in all subcontracts.

H.28 ADS 302.3.5.9 NON-DISCRIMINATION (JUNE 2012)

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

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including

pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

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

H.29 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 I) and AIDAR 752.7032 International Travel Approval and Notification Requirements (APR 2014) (incorporated above), the Contracting Officer provides prior written approval for travel identified in the contractor's cost proposal provided that the Contractor obtains the COR's written concurrence with the assignment of individuals outside the United States before the assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and must not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). This approval is for travel by the lowest cost economy-class fare. The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.30 LOGISTIC SUPPORT GOVERNMENT FURNISHED FACILITIES OR PROPERTY

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

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

(c) If the parties fail to agree on an adjustment made pursuant to this clause it must be considered a "dispute" and will be dealt with under the terms of the "Disputes" clauses of the Contract.

H.31 STANDARDS OF CONDUCT -- IMPROPER BUSINESS PRACTICES

Corruption or any other improper business practices related to this solicitation and any resulting contract(s) will not be tolerated. Transactions relating to the expenditure of public funds require the highest degree of public trust and an impeccable standard of conduct by contractors, subcontractors and any other agent acting in connection with this contract. Examples of such unacceptable behavior include, but are not limited to providing or offering of bribes to any

person associated with the contract or any subcontracts; soliciting or accepting kickbacks or bribes; and knowingly making any false or misleading accounting reports or financial statements. Contractors, subcontractors and any other agents acting under contracts awarded must employ due diligence and have internal controls in place towards practicing good governance in execution of the contract. Any one of these entities found to have engaged in illegal activity, improper behavior, or corrupt practices will be subject to corrective actions in accordance with the respective FAR clause incorporated into this solicitation and any resulting contract(s).

H.32 DISCLOSURE OF INFORMATION

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

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

(c) In performance of this contract, the Contractor assumes responsibility for the protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors shall be under the supervision of the Contractor or the Contractor's responsible employees.

- (a) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, shall be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.33 CLOUD COMPUTING (MAY 2016)

(a) Definitions. As used in this special contract requirement-

“Access” means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine-readable material, regardless of physical form or characteristics, which is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, which is created or obtained by a Contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means a security incident that results in the transfer of classified or other sensitive or sensitive but unclassified information to an information system that is not accredited,(i.e., authorized) for the applicable security level of the data or information.

“Cloud Service Provider” or CSP means a company or organization that offers some component of cloud computing – typically Infrastructure as a AAPD 16-02 Special Requirements for Information Technology (IT) 20 Service (IaaS), Software as a Service (SaaS) or Platform as a Service (PaaS) – to other businesses, organizations or individuals.

“Penetration Testing” means security testing in which assessors mimic real-world attacks to identify methods for circumventing the security features of an application, system, or network.

“Third Party Assessment Organizations” means an organization independent of the organization whose IT system is being assessed. They are required to meet the ISO/IEC 17020:1998 standards for independence and managerial competence and meet program requirements for technical FISMA competence through demonstrated expertise in assessing cloud-based solutions.

“Personally Identifiable Information (PII)” means information that can be used to distinguish or trace an individual's identity, such as their name, Social Security Number (SSN), biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name, etc. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual. PII examples include name, address, SSN, or other identifying number or code, telephone number, and e-mail address. PII can also consist of a combination of indirect data elements such as gender, race, birth date, geographic indicator (e.g., zip code), and other descriptors used to identify specific individuals. When defining PII for USAID purposes, the

term “individual” refers to a citizen of the United States or an alien lawfully admitted for permanent residence.

“Breach” means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic.

(b) Computing This special contract requirement applies to the Contractor and all personnel providing support under this contract (hereafter referred to collectively as “Contractor”) and addresses specific USAID requirements in addition to those included in the Federal Acquisition Regulation (FAR), Privacy Act of 1974 (5 U.S.C. 552a - the Act), E-Government Act of 2002 - Section 208 and Title III, Federal Information Security Management Act (FISMA), the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Pub. L. 104-191, 110 Stat. 1936), the Sarbanes-Oxley Act of 2002 (SOX, Pub. L. 107-204, 116 Stat 745), National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) and the 800-Series Special Publications (SP), Office of Management and Budget (OMB) memorandums, and other laws, mandates, or executive orders pertaining to the development and operations of information systems and the protection of sensitive information and data.

(c) Limitations on access to, use and disclosure of, government data and Government-related data. (1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract issued hereunder. i. If authorized by the terms of this contract issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract. ii. The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations. iii. These access, use, and disclosure prohibitions and obligations shall remain effective beyond the expiration or termination of this contract. (2) The Contractor shall use related Government data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records Management and Access to Information (1) The Contractor shall support a system in accordance with the requirement for Federal agencies to manage their electronic records in accordance with capabilities such as those identified in the provisions of this contract, National Archives and Records Administration (NARA) retention policies. (2) Upon request by the government, the Contractor shall deliver to the Contracting Officer all Government data and Government-related data, including data schemas, metadata, and other associated data artifacts, in the format specified in the schedule or by the Contracting Officer in support of government compliance requirements to include but not limited to Freedom of Information Act, Privacy Act, e-Discovery, e-Records and legal or security investigations. (3) The Contractor shall retain and maintain all Government data in accordance with records retention provisions negotiated by the terms of the contract and in accordance with USAID records retention policies. (4) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data: The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including

those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage and Security Incidents: Upon written notification by the Government of a spillage or security incident, or the Contractor's discovery of a spillage or security incident, the Contractor shall coordinate immediately with the Office of Security at SECinformationsecurity@usaid.gov to correct the spillage or security incident in compliance with agency-specific instructions.

(g) Information Ownership and Rights: USAID information stored in a cloud environment remains the property of USAID, not the Contractor or cloud service provider (CSP). USAID retains ownership of the information and any media type that stores Government information. The CSP does not have rights to the USAID information for any purposes other than those explicitly stated in the contract.

(h) Security Requirements: (1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that meet or exceed requirements contained within the Federal Risk and Authorization Management Program (FedRAMP) Cloud Computing Security Requirements Baseline, current standard for NIST 800-53, including Appendix J, and FedRAMP Continuous Monitoring Requirements for the security level and services being provided, in accordance with the security categorization or impact level as defined by the government based on the Federal Information Processing Standard (FIPS) Publication 199 (FIPS-199). (2) The Contractor shall comply with FedRAMP requirements as mandated by Federal laws and policies, including making available any documentation, physical access, and logical access needed to support this requirement. The Level of Effort for the security assessment and authorization (SA&A) is based on the system's complexity and security categorization. The Contractor shall create, maintain and update the following documentation using FedRAMP requirements and templates, which are available at <http://FedRAMP.gov>. (3) The Contractor must support SA&A activities to include assessment by an accredited Third Party Assessment Organization (3PAO) initially and whenever there is a significant change to the system's security posture in accordance with the FedRAMP Continuous Monitoring Plan. The Contractor must make available to the Contracting Officer, the most current, and any subsequent, Security Assessment Reports for consideration as part of the Contractor's overall Systems Security Plan. (4) The Government reserves the right to perform or request Penetration Testing by an independent source. If the Government exercises this right, the Contractor shall allow Government employees (or designated third parties) to conduct Security Assessment activities to include control reviews in accordance with FedRAMP requirements. Review activities include but are not limited to scanning operating systems, web applications, databases, wireless scanning; network device scanning to include routers, switches, and firewall, and IDS/IPS; databases and other applicable systems, including general support structure, that support the processing, transportation, storage, or security of Government information for vulnerabilities. AAPD 16-02 Special Requirements for Information Technology (IT) 23 (5) Identified gaps between required FedRAMP Security Control Baselines and Continuous Monitoring controls and the Contractor's implementation as documented in the Security Assessment Report must be tracked by the Contractor for mitigation in a Plan of Action and Milestones (POA&M) document. Depending on the severity of the gaps, the Government may require them to be remediated before a provisional authorization is issued. (6) The Contractor is responsible for mitigating all security risks found during SA&A and

continuous monitoring activities. All high-risk vulnerabilities must be mitigated within thirty (30) days and all moderate risk vulnerabilities must be mitigated within sixty (60) days from the date vulnerabilities are formally identified. The Government will determine the risk rating of vulnerabilities. (7) The Contractor shall provide access to the Federal Government, or their designee acting as their agent, when requested, in order to verify compliance with the requirements and to allow for appropriate risk decisions for an Information Technology security program. The Government reserves the right to conduct onsite inspections. The Contractor must make appropriate personnel available for interviews and provide all necessary documentation during this review and as necessary for continuous monitoring activities.

(i) Privacy Requirements: Cloud Service Provider (CSP) must understand and adhere to applicable federal Privacy laws, standards, and guidance to protect Personally Identifiable Information (PII) about individuals that will be collected and maintained by the Contractor solution. The Contractor responsibilities include full cooperation for any request for disclosure, subpoena, or other judicial process seeking access to records subject to the Privacy Act of 1974.

(j) Data Location: The Contractor must disclose the data server locations where the Agency data will be stored as well as the redundant server locations. The Contractor must have prior Agency approval to store Agency data in locations outside of the United States.

(k) PII Breach Response: The Contractor is responsible for timely breach reporting, individual notification, mitigation, cost and containment resulting from PII Breaches. The Contractor must document and provide to the COR and USAID Chief Privacy Officer (privacy@usaid.gov) a plan describing in detail their breach response policies and processes addressing these issues to include credit monitoring or other appropriate relief to affected individuals.

(l) Terms of Service (ToS): The Contractor must disclose any requirements for terms of service agreements and clearly define such terms prior to contract award. All ToS provisions regarding controlling law, jurisdiction, and indemnification must align with Federal statutes, policies, and regulations.

(m) Service Level Agreements (SLAs): The Contractor must be willing to negotiate service levels with USAID; clearly define how performance is guaranteed (such as response time resolution/mitigation time, availability, etc.); monitor their service levels; provide timely notification of a failure to meet the SLAs; and evidence that problems have been resolved or mitigated. Additionally, at USAID's request, AAPD 16-02 Special Requirements for Information Technology (IT) 24 the Contractor must submit reports or provide a dashboard where USAID can continuously verify that service levels are being met. Where SLAs fail to be met, USAID may assess monetary penalties or service credit.

(n) Trusted Internet Connection (TIC): The Contractor must route all USAID traffic through the TIC.

(o) Forensics, Freedom of Information Act (FOIA), Electronic Discovery: The Contractor must allow USAID access required to retrieve information necessary for FOIA and Electronic Discovery activities, as well as, forensic investigations for both criminal and non-criminal purposes without their interference in these activities. USAID may negotiate roles and responsibilities for conducting these activities in agreements outside of this contract. (1) The Contractor must ensure appropriate forensic tools can reach all devices based on an approved

timetable. (2) The Contractor must not install forensic software or tools without the permission of USAID. (3). The Contractor, in coordination with USAID Bureau for Management, Office of The Chief Information Officer (M/CIO)/ Information Assurance Division (IA), must document and guarantee the preservation of data required for these activities. (4) The Contractor, in coordination with USAID M/CIO/IA, must clearly define capabilities, procedures, roles and responsibilities and tools and methodologies for these activities.

(p) The Contractor shall include the substance of this special contract requirement, including this paragraph (p), in all subcontracts, including subcontracts for commercial items.

H.34 GENDER CONSIDERATION

To the greatest extent possible, the Contractor shall seek to include both men and women in all aspects of this program including participation and leadership in [e.g., meetings, training, etc.]. The Contractor shall collect, analyze and submit to USAID sex-disaggregated data and proposed actions that will address any identified gender-related issues.

USAID policy requires that gender issues be addressed as appropriate in all USAID-funded activities. The Contractor must look for gender implications or opportunities in the program, seeking to address embedded gender issues and promote gender equity, as appropriate, in all phases of implementation and internal management (also see Section J). Contractor must address gender concerns in a fundamental way – simply setting aside funds for training of female members, for example, will alone, not be considered sufficient. Specific activities for local women-owned-businesses are appropriate. Increasing the role of women in local decision-making processes is also appropriate. Gender indicators should be defined and tracked by the Contractor. USAID’s ADS 205, found at <http://www.usaid.gov/sites/default/files/documents/1870/205.pdf>, provides additional information on integrating this policy into the technical approach.

[END OF SECTION H]

SECTION I: CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

In accordance with AIDAR "752.252-2 CLAUSES INCORPORATED BY REFERENCE", the following contract clauses are hereby incorporated by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. See www.usaid.gov/ads/policy/300/aidar for electronic access to the full text of a clause.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
AIDAR 752.252-1	SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	MAR 2015
AIDAR 752.252-2	CLAUSES INCORPORATED BY REFERENCE	MAR 2015

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.

<u>NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	NOV 2013
52.203-5	COVENANT AGAINST CONTINGENT FEES	MAY 2014
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	MAY 2014
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	MAY 2014
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT 2010
52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY & REINVESTMENT ACT OF 2009	JUN 2010
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC 2011
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	APR 2018
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS	JAN 2017
52.204-2	SECURITY REQUIREMENT	AUG 1996

52.204-6	UNIQUE ENTITY IDENTIFIER	OCT 2016
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-8	ANNUAL REPRESENTATIONS AND CERTIFICATIONS	OCT 2016
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN 2011
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	OCT 2018
52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE	OCT 2018
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2016
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS	OCT 2016
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS	DEC 2014
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LABN AND OTHER COVERED ENTITIES	JUL2018
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	OCT 2015
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	JUL 2013
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52.209-11	REPRESENTATION BY CORPORATION REGARDING DELIQUENCY TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW	FEB 2016
52.210-1	MARKET RESEARCH	APR 2011
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
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52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	JAN 2017
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52.227-14	RIGHTS IN DATA – GENERAL	MAY 2014
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52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	OCT 2015
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52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-5	PAYMENT TO SMALL BUSINESS SUBCONTRACTORS	JAN 2017
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES-COST REIMBURSEMENT (AUG 1987) (ALTERNATE I)	APR 1984
52.244-2	SUBCONTRACTS (OCT 2010) ALTERNATE 1	JUN 2007
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
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52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-14	EXCUSABLE DELAYS	APR 1984
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52.250-2	SAFETY COVERAGE NOT APPLICABLE	FEB 2009
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728.307-2	LIABILITY	DEC 1988
752.202-1	DEFINITIONS	JAN 1990
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752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.227-14	RIGHTS IN DATA – GENERAL	OCT 2007
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	JUL 1997
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752.7006	NOTICES	APR 1984
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752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
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752.7029	POST PRIVILEGES	JUL 1993
752.7032	INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS	APR 2014
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7038	NONDISCRIMINATION AGAINST END-USERS OF SUPPLIES OR SERVICES	OCT 2016

I.3 52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another Representative— (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled— (1) To pursue the same remedies as in a breach of the contract; and (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

I.4 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)

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 subsidiary, 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 contract or 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 multiagency 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. 1. 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. 2. 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 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, 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.5 752.209-71 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 must make an immediate and full disclosure in writing to the Contracting Officer which must 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 must 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.6 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

(a) The Contractor shall make the following notifications in writing: (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days. (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership. (b) The Contractor shall - (1) Maintain current, accurate, and complete inventory records of assets and their costs; (2) Provide the ACO or designated representative ready access to the records upon request; (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately

before and after each of the Contractor's ownership changes; and (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change. (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.7 52.217-2 CANCELLATION UNDER MULTI-YEAR CONTRACTS (MAY 1997)

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

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

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

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

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

(d) The cancellation charge will cover only-

(1) Costs-

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

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

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

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

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

(1) Of notification of the non-availability of funds; or

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

(f) The Contractor's claim may include-

(1) Reasonable nonrecurring costs (see subpart 15.4 of the Federal Acquisition Regulation) which are applicable to and normally would have been amortized in all supplies or services which are multi-year requirements;

(2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work, and if the costs are not charged to the contract through overhead or otherwise depreciated;

(1) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and

(2) Costs not amortized solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.

(g) The claim shall not include-

(1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;

(2) Any cost already paid to the Contractor;

(3) Anticipated profit or unearned fee on the canceled work; or

(4) For service contracts, the remaining useful commercial life of facilities. "Useful commercial life" means the commercial utility of the facilities rather than their physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

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

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

I.8 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 prior to the completion date of the contract.

I.9 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 (5) years.

I.10 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.11 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(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.

“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.

“Commercially available off-the-shelf (COTS) item” means-

(1) Any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“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) Any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

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

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“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.

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

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes 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.

(c) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents 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;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of issuing authority;

(5) (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7) (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(i) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(ii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(d) *Contractor requirements.* The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees 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, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(e) *Notification.* (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(f) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) 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 until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(g) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(h) *Full cooperation.* (1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

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

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

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

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

(i) *Compliance plan.* (1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. 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/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.* (i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(j) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

I.12 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS Alternate I (MAR 2015)

As prescribed in 22.1705(a)(2), substitute the following paragraph in place of paragraph (c)(1)(i) of the basic clause:

(i)

(A) The United States Government's policy prohibiting trafficking in persons described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title

Document may be obtained from:

Applies to Performance in/at:

[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States to which the document applies.]

I.13 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

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

I.14 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.15 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

(a) Definitions. As used in this clause—

“Affected CAS-covered contract or subcontract” means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor— (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

“Cognizant Federal agency official (CFAO)” means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

“Desirable change” means a compliant change to a Contractor’s established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

“Fixed-price contracts and subcontracts” means— (1) Fixed-price contracts and subcontracts described at FAR 16.202, 16.203, (except when price adjustments are based on actual costs of labor or material, described at 16.203-1(a)(2)), and 16.207; (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR Subpart 16.4); (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR Subpart 16.5); and (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR Subpart 16.6).

“Flexibly-priced contracts and subcontracts” means— (1) Fixed-price contracts and subcontracts described at FAR 16.203-1(a)(2), 16.204, 16.205, and 16.206; (2) Cost-reimbursement contracts and subcontracts (FAR Subpart 16.3); (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR Subpart 16.4); (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR Subpart 16.5); and (5) The materials portion of time-and-materials contracts and subcontracts (FAR Subpart 16.6).

“Noncompliance” means a failure in estimating, accumulating, or reporting costs to— (1) Comply with applicable CAS; or (2) Consistently follow disclosed or established cost accounting practices.

“Required change” means—

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or (2) A prospective change to a disclosed or established cost

accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

“Unilateral change” means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR 52.230- 2, Cost Accounting Standards; paragraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; paragraph (a)(4) of the clause at FAR 52.230-4, Disclosure and Consistency of Cost Accounting Practices–Foreign Concerns; or paragraph (a)(2) of the clause at FAR 52.230-5, Cost Accounting Standards–Educational Institution. (1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR 52.230-2; or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR 52.230-5; submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2 and FAR 52.230-5; or with paragraph (a)(3) of the clauses at FAR 52.230-3 and FAR 52.230-4, submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR 52.230-2 and FAR 52.230-5; or by paragraph (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230- 4)— (i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or (ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO— (1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause; (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause; (3) For any request for a desirable change that is based on the criteria in FAR 30.603-2(b)(3)(ii), the data necessary to demonstrate the required cost savings; and (4) For any request for a desirable

change that is based on criteria other than that in FAR 30.603- 2(b)(3)(ii), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall— (1) Calculate the cost impact in accordance with paragraph (f) of this clause; (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations: (i) A representative sample of affected CAS-covered contracts and subcontracts. (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups: (A) Fixed-price contracts and subcontracts. (B) Flexibly-priced contracts and subcontracts. (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts; (3) Use a format acceptable to the CFAO but, as a minimum, include the following data: (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups: (A) Fixed-price contracts and subcontracts. (B) Flexibly-priced contracts and subcontracts. (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups: (A) Fixed-price contracts and subcontracts. (B) Flexibly-priced contracts and subcontracts; and (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall— (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause; (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include— (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause; (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows: (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established). (2) For unilateral changes— (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows: (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government. (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government; (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows: (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government. (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government; (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the

difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and (iv) Calculate the increased cost to the Government in the aggregate. (3) For equitable adjustments for required or desirable changes— (i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and (ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows: (1) Calculate the cost impact in accordance with paragraph (i) of this clause. (2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable: (i) A representative sample of affected CAS-covered contracts and subcontracts. (ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts. (iii) Any other method that provides a reasonable approximation of the total increase or decrease. (3) Use a format acceptable to the CFAO but, as a minimum, include the following data: (i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups: (A) Fixed-price contracts and subcontracts. (B) Flexibly-priced contracts and subcontracts. (ii) The increased or decreased cost to the Government for each of the following groups: (A) Fixed-price contracts and subcontracts. (B) Flexibly-priced contracts and subcontracts. (iii) The total overpayments and underpayments made by the Government during the period of noncompliance. (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows: (1) Calculate the cost impact in accordance with paragraph (i) of this clause. (2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to— (i) Include only those affected CAS-covered contracts and subcontracts having— (A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and (B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and (ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause. (3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause. (4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows: (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs are incurred (i.e., whether or not the final indirect rates have been established). (2) For noncompliance that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows: (i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government. (ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is

decreased cost to the Government. (3) For noncompliance that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows: (i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government. (ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government. (4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice. (5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions: (1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO. (2) Issue a final decision in accordance with FAR 33.211 and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to— (1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with paragraph (a)(3)(i) or (a)(4) of the clauses at FAR 52.230-3 and FAR 52.230-4; and (2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, 52.230-4, or 52.2305— (1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses); (2) Include the substance of this clause in all negotiated subcontracts; and (3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO: (i) Subcontractor's name and subcontract number. (ii) Dollar amount and date of award. (iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall— (1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and (2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately. (n) For subcontracts containing the clause or substance of the clause at FAR 52.230-2, FAR 52.230- 3, FAR 52.230-4, or FAR 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

I.16 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this

clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers constituting a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-- (1) The date, nature, and circumstances of the conduct regarded as a change; (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct; (3) The identification of any documents and the substance of any oral communication involved in such conduct; (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose; (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-- (i) What contract line items have been or may be affected by the alleged change; (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change; (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change; (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

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

(d) Government response. The Contracting Officer shall promptly, within calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; (2) Countermand any communication regarded as a change; (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-- (i) In the contract price or delivery schedule or both; and (ii) In such other provisions of the contract as may be affected.

(1) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

I.17 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2015)

In addition to the FAR clause at 52.219-8, Utilization of Small Business Concerns, the contractor must comply with the following USAID small business provision: To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the contractor must, to the maximum extent possible, provide the following information to the U.S. Agency for International Development(USAID), Office of Small and Disadvantaged Business Utilization (OSDBU), 1300 Pennsylvania Ave. NW., SA-44, Room 848, Washington, DC 20523, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU: (1) Brief general description and quantity of commodities or services; (2) Closing date for receiving quotations or bids; and (3) Address where invitations or specifications may be obtained.

I.18 AIDAR 752.242-70 PERIODIC PROGRESS REPORTS (OCT 2007)

The Contractor must prepare and submit progress reports as specified in the contract schedule. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the Contractor's performance.

During any delay in furnishing a progress report required under this contract, the Contracting Officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the Contractor submits the report or the Contracting Officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the Contractor's progress.

I.19 AIDAR 752.219-70 USAID MENTOR-PROTÉGÉ PROGRAM (JULY 2007)

(a) Large and small business is 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.20 AIDAR 752.219-71 MENTOR REQUIREMENTS AND EVALUATION (JULY 2007)

(a) Mentor and Protégé firms shall submit an evaluation of the overall experience in the Program to OSDBU at the conclusion of the mutually agreed upon Program period, the conclusion of the contract, or the voluntary withdrawal by either party from the Program, whichever occurs first. At the conclusion of each year in the Mentor-Protégé Program, the Mentor and Protégé will formally brief the USAID Mentor-Protégé Program Manager regarding Program accomplishments under their Mentor-Protégé Agreement.

(b) Mentor or Protégé shall notify OSDBU in writing, at least 30 calendar days in advance of the effective date of the firm's withdrawal from the Program.

I.21 AIDAR 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS (FEB 2012)

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

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

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

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

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

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

I.22 AIDAR 752.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

- (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.23 DEFENSE BASE ACT (DBA) INSURANCE (OCT 2017)

- a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act) (DEC 1991) and AAPD 17-01 Defense Base Act (DBA) (JAN 2017); USAID's DBA insurance carrier is:

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

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856

Fax: (925) 951-1890
 Email: Fred.Robinson@aon.com

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

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

Contract Year	Period of Performance	Services	Construction	Security
Base Period	xx/xx/18 – xx/xx/21	\$2.00	\$4.50	\$7.50
Option Periods	xx/xx/21 – xx/xx/23	\$2.00	\$4.50	\$7.50/\$10.00/ \$12.50 (see Notes)

Notes:

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

- 1) If at the measurement date, the percentage of USAID security payroll remains between 0-10.0% of total payroll, the security rate in the next option period will be \$7.50/\$100 employee remuneration.
- 2) If at the measurement date, the percentage of USAID security payroll is above 10.0% to 25.0% of total payroll, the security rate in the next option period will be \$10.00/\$100 employee remuneration.
- 3) If at the measurement date, the percentage of USAID security payroll exceeds 25.0% of total payroll, the security rate in the next option period will be \$12.50/\$100 employee remuneration.
- 4) The term “wages” means the money rate at which the service rendered by an employee is compensated by an employer under the contract of hiring in force at the time of the injury, including the reasonable value of any advantage which is received from the employer and included for purposes of any withholding of tax under subtitle C of the Internal Revenue Code of 1954 [26 USC §§ 3101 et seq.] (relating to employee taxes). The term wages does not include fringe benefits, including (but not limited to) employer payments for or contribution to a retirement, pension, health and welfare, life insurance, training, social security or other employee or dependent benefit plan for the employee’s or dependent’s benefit, or any other employee’s dependent entitlement. Maximum rate of compensation shall not exceed 200 per centum of the applicable national average weekly wage (NAWW) as calculated by the Secretary of Labor. The current NAWW can be found at <http://www.dol.gov/owcp/dlhwc/nawwinfo.htm>.
- 5) The new rate structure aligns DBA rates to the likelihood that specific types of contracts will incur different frequency of DBA payouts and of differing dollar amounts. Those having greater

risk pay greater premiums. Those with anticipated lower risk pay lesser premiums. The concept is to associate specific costs to a contract predicated upon the potential DBA risks under the same contract. The risk is predicated on the nature and inherent danger of certain categories of contracts (and performance under those awards).

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

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

c) **NOTICE OF EXCLUSION OF MEDICAL EVACUATION COVERAGE**

Pursuant to AIDAR 752.228-70, medical evacuation insurance is a separate insurance requirement for overseas performance of USAID contracts; the Defense Base Act insurance does not provide coverage for medical evacuation.

d) **Waivers for Third Country and Local Nationals**

The list of countries with active DBA waivers is available at <http://www.dol.gov/owcp/dlhwc/dbawaivers/dbawaivers.htm>. In accordance with ADS 302, Missions may obtain a country-based waiver by sending a request to M/OAA Evaluation Division at dbawaiverrequests@usaid.gov.

I.24 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

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

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

(b) Exceptions.

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

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

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

I.25 AIDAR 752.231-72 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

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

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

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

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

- A brief summary of the proposed event;
- A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);
- The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

I.26 AIDAR 752.231-71 SALARY SUPPLEMENTS FOR HOST GOVERNMENT (HG) EMPLOYEES (MAR 2015)

(a) Salary supplements are payments made that augment an employee's base salary or premiums, overtime, extra payments, incentive payment and allowances for which the HG employee would qualify under HG rules or practice for the performance of his/her regular duties or work performed during his/her regular office hours. Per Diem, invitational travel, honoraria, and payment for work carried out outside of normal working hours are not considered to be salary supplements.

(b) Salary supplements to HG Employees are not allowable without the written approval of the Contracting Officer.

(c) The Contractor must insert a clause containing all the terms of this clause, including the requirement to obtain the written approval of the contracting officer for all salary supplements, in all subcontracts under this contract that may entail HG employee salary supplements.

I.27 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

I.28 AIDAR 752.7007 PERSONNEL COMPENSATION (JUL 2007)

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

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

I.29 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. As per the current USAID/Afghanistan Mission policy in force, which is subject to change, three

R&Rs are authorized for long-term expatriate staff who are assigned for one-year assignments to Afghanistan and one home leave per two years of service. The total period away from post for the three R&Rs should not exceed 65 calendar days. The Contractor must abide by the current USAID/Afghanistan Mission policy and not exceed the allowances contained therein.

(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 of vacation sick leave taken in the United States, the Commonwealth of Puerto Rico, or the possessions of the United States will be added to the required period of service overseas.

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

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

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

(d) Holidays. Holidays for Contractor employees serving in the United States shall be in accordance with the Contractor's established policy and practice. Holidays for Contractor employees serving overseas must 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.30 ADS 302.3.8.8 REPORTING OF FOREIGN TAXES (AUG 2016)

a) The contractor must annually submit a report by April 16 of each year.

b) 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 Afghanistan using foreign assistance funds should purchase commodities in India, any taxes imposed by India would not be reported in the report for India or Afghanistan -
6. Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
7. Report is required even if the contractor did not pay any taxes during the report period.
8. Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

c) Definitions. For purposes of this clause:

1. "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
2. "Commodity" means any material, article, supply, goods, or equipment.
3. "Foreign government" includes any foreign governmental entity.
4. "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

d) Where. Submit the reports to:

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

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

f) For further information see <http://www.state.gov>.

I.31 AIDAR 752.7036 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

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

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

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

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

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

c) Procedure to register for notifications.

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

d) Processing of IPN Portal Modifications

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

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

- (1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and

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

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

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

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

I.32 USAID DISABILITY POLICY (DEC 2004)

(a) The objectives of the USAID Disability Policy are:

(1) To enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation;

(2) To increase awareness of issues of people with disabilities both within USAID programs and in host countries;

(3) To engage other U.S. Government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and

(4) To support international advocacy for people with disabilities. The full text of USAID's policy can be found at the following Web site: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

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

I.33 752.7037 CHILD SAFEGUARDING STANDARDS (AUG. 2016)

(a) Implementation of activities under this award may involve children, or personnel engaged in the implementation of the award may come into contact with children, which could raise the risk of child abuse, exploitation, or neglect within this award. The contractor agrees to abide by the following child safeguarding core principles: (1) Ensure compliance with host country and local child welfare and protection legislation or international standards, whichever gives greater protection, and with U.S. law where applicable; (2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect; (3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations; (4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding

the photographing, filming, or other image generating activities of children; (5) Promote child safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and (6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.

(b) The contractor must also include in the code of conduct for all personnel implementing USAID-funded activities, the child safeguarding principles in paragraphs (a)(1) through (6) of this clause.

(c) The following definitions apply for purposes of this clause: (1) Child. A child or children are defined as persons who have not attained 18 years of age. (2) Child abuse, exploitation, or neglect. Constitutes any form of physical abuse; emotional ill-treatment; sexual abuse; neglect or insufficient supervision; trafficking; or commercial, transactional, labor, or other exploitation resulting in actual or potential harm to the child's health, well-being, survival, development, or dignity. It includes, but is not limited to: Any act or failure to act which results in death, serious physical or emotional harm to a child, or an act or failure to act which presents an imminent risk of serious harm to a child. (3) Emotional abuse or ill treatment. Constitutes injury to the psychological capacity or emotional stability of the child caused by acts, threats of acts, or coercive tactics. Emotional abuse may include, but is not limited to: Humiliation, control, isolation, withholding of information, or any other deliberate activity that makes the child feel diminished or embarrassed. (4) Exploitation. Constitutes the abuse of a child where some form of remuneration is involved or whereby the perpetrators benefit in some manner. Exploitation represents a form of coercion and violence that is detrimental to the child's physical or mental health, development, education, or well-being. (5) Neglect. Constitutes failure to provide for a child's basic needs within USAID-funded activities that are responsible for the care of a child in the absence of the child's parent or guardian. (6) Physical abuse. Constitutes acts or failures to act resulting in injury (not necessarily visible), unnecessary or unjustified pain or suffering without causing injury, harm or risk of harm to a child's health or welfare, or death. Such acts may include, but are not limited to: Punching, beating, kicking, biting, shaking, throwing, stabbing, choking, or hitting (regardless of object used), or burning. These acts are considered abuse regardless of whether they were intended to hurt the child. (7) Sexual abuse. Constitutes fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

(d) The contractor must insert this clause in all subcontracts under this award.

I.34 AIDAR 752.7013 CONTRACTOR-MISSION RELATIONSHIPS. (M/OAA-DEV-AIDAR-18-04c)

For use in all contracts that involve performance overseas. Note that paragraph (f) of this clause is applicable only in contracts with an educational institution.

CONTRACTOR-MISSION RELATIONSHIPS (JUNE 2018)

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

responsibility which this entails. **This responsibility includes the Contractor ensuring that employees act in a manner consistent with the standards for United Nations (UN) employees in Section 3 of the UN Secretary General's Bulletin - Special Measures for Protection from Sexual Exploitation and Sexual Abuse (ST/SGB/2003/13).**

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

(c) **If the Contractor determines that** the conduct of any employee is not in accordance with the preceding paragraphs, the Contractor's Chief of Party **must** consult with the **USAID contracting officer and the** Mission Director and the employee involved and **must** recommend to the Contractor a course of action with regard to such employee.

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

(e) If it is determined, **under paragraphs (c) and (d) above**, that the services of such employee **must** be terminated, the Contractor **must** use its best efforts to cause the return of such employee to the United States or **third country** point of origin as appropriate.

[The following paragraph (f) is applicable if the contract is with an educational institution:]

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

[END OF SECTION I]

PART III- LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

- Attachment J.1a:** Statement of Objectives (SOO) Annex 1: ATAR Final Report
- Attachment J.1b:** Statement of Objectives (SOO) Annex 2: List of Other USAID Trade Activities
- Attachment J.2:** Past Performance Questionnaire Sheet
- Attachment J.3:** Registration and Tax Exemptions in Afghanistan
- Attachment J.4:** AID1420-17 Contractor Employee Bio-Graphical Data Sheet
- Attachment J.5:** USAID Partner Information Form, USAID Form 500-13
- Attachment J.6:** Mission Order 201.06 – National Security Screening (Non-U.S Party Vetting)
- Attachment J.7:** Guidance for Developing a Security Plan
- Attachment J.8:** SF-LLL Disclosure of Lobbying Activities. This form can be found at <http://www.usaid.gov/sites/default/files/sfillin.pdf>
- Attachment J.9:** Certification Regarding Trafficking in Persons Compliance Plan
- Attachment J.10:** National Technical Assistance (NTA) Salary Scale and Implementation Guideline
- Attachment J.11:** USAID Evaluation Policy
- Attachment J.12:** Initial Environmental Examination (IEE)
- Attachment J.13:** Subcontracting Plan Template
- Attachment J.14:** Draft Branding Implementation Plan and Marking Plan Template
- Attachment J.15:** Summary and Detailed Budget Template

[END OF SECTION J]

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section K of this solicitation. See <http://acquisition.gov/far/index.html> for electronic access to the full text of a FAR clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	JUL 2016
52.204-17	OWNERSHIP OR CONTROL OF OFFEROR	JUL 2016
52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS	AUG 2018
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG 2003

K.2 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision-- "Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants (Attachment J.8). The offeror need not report regularly

employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions - Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (OCT 2014)

(a) *Definition. Women-owned business concern*, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.)* The offeror represents that it is a women-owned business concern.

K.5 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2018)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$15,000,000.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) Deleted.

(xvii) 52.223-1, Bio-based Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Bio-based Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

___ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.6 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

- (1) It ___ is, ___ is not an inverted domestic corporation; and
- (2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

K.7 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (OCT 2015)

(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 [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], 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 [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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. Sec. 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. Sec. 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. Sec. 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).

(v) The Offeror has [] has not [], within a 3-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).

(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 non responsible.

(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.

K.8 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)

(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 System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.9 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE)
OR RESPONDENT

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT OR
FACILITY IF OTHER THAN OFFEROR

K.10 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that-

(a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that-

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

K.13 52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)

(a) The term “commercially available off-the-shelf (COTS) item,” is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that—

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$500,000.

(c) The certification shall state that— (See Attachment 9)

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either—

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

K.14 FAR 52.225-20 – PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

K.15 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data-General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights

notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states (offeror check appropriate block)-

None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

K.16 52.209-11 REPRESENTATION BY CORPORATION REGARDING A DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

K.17 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2015)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$750,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed: []

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] yes [] no

K.18 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked "Yes" above, the offeror shall--

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K.19 CONTRACTOR PURCHASING SYSTEM REVIEW

Offeror affirms its purchasing system has been reviewed and is currently approved by an agency of the Federal Government.

Offeror's expected Government sales (excluding competitive or commercial contract awards) are not expected to exceed \$25 million in the next 12 months.

K.20 FAR 52.209-13 Violation of Arms Control Treaties or Agreements-Certification (JUNE 2018)

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) *Certification. [Offeror shall check either (1) or (2).]*

_____ (1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the internet at <https://www.state.gov/t/avc/rls/rpt/>; or

_____ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

- (i) An inability to certify compliance.
- (ii) An inability to conclude compliance.
- (iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to *NDAA1290Cert@state.gov*. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer;
or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

- (i) Waived application under U.S.C. 2593e(d) or (e); or
- (ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) *Remedies.* The certification in paragraph (b)(1) 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 submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

K.21 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No.: _____
Offer/Proposal No.: _____
DUNS No.: _____
Date of Offer: _____
Name of Offeror: _____
Typed Name and Title: _____
Signature _____
Date _____

[END OF SECTION K]

SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es): USAID: www.usaid.gov; FAR: <http://acquisition.gov/far/index.html>; a Word version of the AIDAR is also available at <http://www.usaid.gov/pubs/ads/300>.

NUMBER	TITLE	DATE
52.209-7	INFORMATION REGARDING RESPONSIBILITY MATTERS	OCT 2018
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES — IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.216-27	SINGLE OR MULTIPLE AWARDS	OCT 1995

L.2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) completion type contract for a performance period of three base years and a two-year option period.

L.3 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Aaron Ruble
Supervisory Contracting Officer
Aruble@usaid.gov
Office of Acquisition and Assistance
USAID/Afghanistan

Hand-Carried Address:
Office of Acquisition and Assistance
USAID/Afghanistan
U.S. Embassy East Compound
Great Massoud Road

Kabul, Afghanistan

Mailing Address:
Office of Acquisition and Assistance
USAID/Afghanistan
American Embassy
DPO, AE 09806

With a copy sent to: kblaidoaaogteam@usaid.gov

(b) The copy of any protest must be received in the office designated above within one day of filing a protest with the GAO. Protests must also be submitted to USAID's Assistant General Counsel, at the following address:

Mr. William Buckhold
Assistant General Counsel
Fax: 202-216-3055

L.4 L.2 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2017)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.5 GENERAL INSTRUCTIONS TO OFFERORS

(a) Number of awards: The U.S. Government anticipates making one (1) award as a result of this solicitation. This solicitation is not a small business set-aside.

(b) Government Obligation: The issuance of this solicitation does not in any way obligate the U.S. Government to award a contract nor does it commit the U.S. Government to pay for costs incurred in the preparation and submission of a proposal. Furthermore, the Government reserves the right to reject any and all offers, if such action is considered to be in the best interest of the Government.

(c) Responsiveness to Solicitation: If an Offeror does not follow the instructions set forth herein its offer may be eliminated from further consideration or the proposal may not receive full or partial credit under the applicable evaluation criteria.

(d) Accurate and Complete Information: Offerors must set forth full, accurate and complete information as required by this solicitation. The penalty for making false statements to the Government is prescribed in 18 U.S.C. 1001.

(e) Pre-award Survey: USAID reserves the right to perform a pre-award survey which may include, but is not limited to: (1) interviews with key personnel to establish their ability to perform contract duties under the activity conditions; (2) a review of the prime contractor's financial condition, business and personnel procedures; and (3) site visits to the prime contractor's institution.

(f) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the solicitation and prospective contract. The offer must include:

- (1) Completion of Standard Form 33, Blocks 12 through 18;
- (2) Submission of proposed costs and indirect cost information as required by Section B and L of this solicitation.
- (3) Submission of information required by section L or any other section of this RFP.
- (4) Completion of the "Representations, Certifications, and Other Statements of Offerors" and each of its subcontractor as specified in Section K and L;

(g) Cost of Proposal Preparation: The U.S. Government will not pay for any costs incurred in the preparation and submission of a written proposal as a direct cost under the resulting contract.

(h) The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors shall follow the instructions contained in this RFP and supply all information and signature/certifications, as required.

(i) Proposals shall remain available for acceptance by USAID for a minimum of two-hundred and forty **(240) days**.

(j) Facsimile transmission of proposals is not authorized and will not be accepted.

(k) Proposal Clarity. Your proposal must be specific, complete, and concise. You are urged to examine this solicitation in its entirety and to assure that your proposal contains all the necessary information, provides all required documentation and is complete in all respects, since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.

(l) These same requirements exist for the submission of subsequent revised technical and/or cost proposals, and technical/financial clarifications.

L.5.1 - FORMAT AND PRESENTATION

a) Proposals must be submitted in two separate parts: (a) Technical Proposal and (b) Cost Proposal.

- b) Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merits.
- c) All pages of the technical and cost proposals should be sequentially numbered.
- d) Submission of the technical and cost proposals, respectively must be separate and the email heading must include the RFP Number **Solicitation No. 72030619R00007** and the content (e.g. Technical or Cost [as appropriate]) following the instructions of each the Technical and Cost Proposal provided in this RFP.
- e) These same requirements exist for the submission of subsequent revised technical and/or cost proposals and technical/cost clarifications, if any.
- f) Offerors must submit technical and cost proposals in accordance with Section L or the Contracting Officer may determine that they are non-responsive, and thereby eliminate them from further consideration.

L.5.2 - OFFEROR'S RESPONSIBILITIES

- a) Offerors are expected to review, understand, and comply with all aspects of the RFP. Failure to do so will be at the Offeror's risk. Any prospective Offeror desiring an explanation or interpretation of this RFP must request it in writing soon enough to allow a reply to reach all prospective Offerors before submission of their proposal. Any inquiries, however, must be submitted no later than the designated date and time as specified in the Cover Letter. For this purpose, written inquiries may be submitted via e-mail to the kblaidoaproposalsaep@usaid.gov identifying this RFP by Number. Offerors should include on the cover page of both the technical and the cost proposals (1) the printed or typed name and title of the authorized representative; (2) information regarding the person to be contacted both during the period of evaluation of proposals and for negotiations leading to award. This information is to include name, title, address, phone number, internet email and facsimile number.
- b) Offerors are to ensure that the authorized representative signs the proposal and to print or type his/her name and title on the Cover Page of the technical and cost proposals. Erasures or other changes must also be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office. Similarly, the cost volume of the Offeror's proposal must identify the individual(s) having authority to bind the Offeror.
- c) Offerors who include data that they do not want disclosed to the public for any purpose or used by the U.S. Government except for evaluation purposes, should:

- Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the U.S. Government and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a Contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the U.S. Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting Contract. This restriction does not limit the U.S. Government's rights to use information

contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

- Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

d) Offerors must set forth accurate and complete information as required by this RFP. The penalty for making false statements in proposals to the U.S. Government is prescribed in 18 U.S.C. 1001.

e) Offerors should retain for their records one copy of their proposal and all enclosures that accompany it.

L.5.3 - GOVERNMENT OBLIGATION

Issuance of this solicitation does not constitute a commitment on the part of the U.S. Government to make an award nor does it commit the Government to pay for any costs incurred in the preparation and submission of a proposal. Further, the U.S. Government reserves the right to reject any or all proposals received.

L.5.4 - UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal in response to this RFP are not desired. Elaborate art work, expensive paper and bindings, and expensive visual or other presentation aids are not necessary.

L.5.5 - PROPOSAL SUBMISSION

a) Only an **electronic submission** of each the technical and cost proposal must be submitted as a response to this solicitation. Submit signed and dated proposals on or before the date and time indicated to kblaidoaproposalsaep@usaid.gov to the Contracting Officer provided on the cover letter. A proposal must be received by the Government by the due date for it to be considered. Late proposals will not be considered.

b) USAID is operating in a Windows 7 environment and email with attachments must be compatible with Adobe Acrobat (PDF), MS Word 2010 and Excel MS Office 2010 in an MS Windows XP submitted to: kblaidoaproposalsaep@usaid.gov. Each email, including text and encoded attachments, must not exceed 25 MB in size. All files must be unprotected including any spreadsheets, which are to be provided as Excel files with visible calculation cell formulas intact. Should offerors send multiple files, they are to be clearly named to allow sequential viewing and/or printing, and the offeror must include instructions in regards to the number of files and their names. Technical and Cost proposals must remain separate. ZIPPED FILE ATTACHMENTS WILL NOT BE ACCEPTED.

Please indicate in the subject line of the email whether the email relates to the technical or cost proposal, and the desired sequence of multiple emails, and of attachments (e.g. "no. 1 of 4," etc.).

For example, if your organization's name is ABXY Consulting, and your cost proposal is divided and being sent in as two emails, the first email may have a subject line which says: "ABXY, Cost Proposal, and Part 1 of 2." If you do not do this clearly, we may not be sure of the correct order of the separate parts of your proposal.

c) Our preference is that each technical and each cost proposal be submitted as a single email attachment, e.g. consolidate the various parts of a technical proposal into a single document. But if this is not possible, please provide instructions on how the multiple parts are supposed to fit together, especially the sequence as provided above. Your proposal may not get optimal treatment if we are confused regarding the order and composition of your submission.

L.6 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) General: The Technical Proposal in response to this solicitation must clearly articulate Offeror's approach to achieve the overall objectives of the Air Export Program Activity (the "Activity" or AEP) specifically addressing each of the three Objectives outlined in the Statement of Objectives (SOO). Offerors must submit a proposal that clearly demonstrates their comprehensive understanding of the Afghan political, social, and economic environment, the challenges that will be faced in implementing the Activity and the approach to overcoming barriers and constraints. The technical approach should be clear, concise, innovative, and realistic within the current environment in Afghanistan. The Offeror must take into account the technical evaluation factors and sub-factors found in Section M.4. Detailed information should be presented only when required by specific RFP instructions. Offerors must submit a technical proposal in English. The English version of the technical proposal is the official submission and must conform to all requirements set forth in this RFP.

(b) Page Limitation: The Technical Proposal is strictly limited to no more than 30 pages in length excluding those documents listed under the "Note:" below. Any content not within the page limits or annexes specified below will **not** be evaluated. The technical proposal must be written in English using Times New Roman font point size 12 or more with one-inch margins all around, typed on standard 8.5" x 11" (210 mm by 297 mm) paper, single spaced with each page numbered consecutively. Proposals must be legible and require **NO** magnification. The technical proposal must be submitted in Adobe Acrobat (PDF) format. Failure to comply with these instructions may be grounds for exclusion from further consideration.

Note: The page limit does not include the following:

- Cover Letter/Title Page (not to exceed 2 pages). Please list proposed subcontractors on the cover page.
- Table of Contents
- List of Acronyms
- Section Dividers
- Annexes (See Annexes A-L below)

A page in the technical proposal that contains a table, chart, graph, etc., not otherwise excluded below, is included within the page limitation for the technical proposal. Text in graphs, maps, and charts must not have a font size smaller than 9-point.

(c) Organization: The technical proposal must be organized according to the evaluation factors in Section M.4 and must address all evaluation factors in Section M.4. Specifically, its organization must be in the following format:

Technical Proposal: (30 pages maximum)

1. Cover Letter (maximum 2 pages) (not included in page limit)
2. Table of Contents (not included in page limit)
3. Acronym List (not included in page limit)
4. Technical Approach
 - 4.1 Performance Work Statement
 - 4.2 Draft AMELP (not included in page limit) (as Annex F)
 - 4.3 Draft Year One Work Plan (not included in page limit) (as Annex E)
5. Management Approach
 - 5.1 Key Personnel (as Annex A)
 - 5.2 Other Personnel (as Annex B)
 - 5.3 Organizational Structure and Institutional Capabilities (as Annex H)
6. Past Performance (not included in page limit) (as Annex C)
7. Annexes (not included in page limit)

Annexes to the technical proposal must be separately tabbed and identified, are not included in the 30-page limit, and are limited to the following:

Annex A Resumes of Key Personnel including Three (3) References (not to exceed six pages per person)

The Offeror shall submit a complete and current resume, no more than **SIX (6)** pages in length, for each of the Key Personnel proposed. Qualifications, experience and skills will be listed in reverse chronological order starting with the most recent information.

- The Offeror shall also submit three (3) references, with complete contact information (names, position title, relationship, and current e-mail address, mobile, and office telephone numbers) for the proposed candidates, including their most recent supervisor. USAID reserves the right to contact other references not provided by the Offeror. The list of references is not included in the three-page resume limit.
- Each resume will be accompanied by a signed letter of commitment from each candidate indicating his/her: (a) availability to serve in the stated position; (b) intention to serve in the proposed position for the stated period of the service; and (c) prior work experience with the Offeror, if applicable. Letter of commitment of proposed Key Personnel must not exceed one (1) page in length per person. Letter of commitment will not count against page number for Resume.
- Resumes for non-key personnel shall not be submitted in the Proposal.
- For each of the Key Personnel positions, the Offeror must include the job title, the minimum requirements for the position including skills, education, experience, and accomplishments, the position description including how the position will assist the Offeror to implement the Activity, achieve the results, and meet the indicator targets proposed in the PWS, and justify how the proposed candidate meets the minimum requirements of the position.

Annex B Other Personnel Plan (not to exceed a total of ten pages)

Annex C Past Performance Information Sheet (not to exceed a total of seven pages) (See Attachment J.2);

Annex D Signed letters of commitment from proposed subcontractors (not to exceed one page each). This must be made on company letterhead and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the Offeror's proposed teaming arrangement. USAID discourages the use of exclusive agreements as this limits USAID's, and Afghanistan's, ability to receive the best services.

Annex E Draft Year One Work Plan (including timeline) (not to exceed **FIVE** pages)

Annex F Draft Activity Monitoring, Evaluation and Learning Plan (AMELP) (not to exceed ten pages)

Annex G Draft Mobilization Plan (not to exceed two pages) The Offeror must submit a Mobilization Plan as an Annex **G** (not included in page limit) as part of the technical proposal. The Mobilization Plan will include a strategy for a start-up of activities (the Inception Phase) covering the first six months of the contract as outlined in the Performance Statement of Work (PWS). The Mobilization Plan must clearly detail how the contractor is going to establish itself, its staff, and its interventions, providing timelines for the achievement of full operations and staffing in particular deployment of the Key Personnel. The Contractor shall be fully mobilized and operational with both essential personnel and offices within ninety (90) calendar days of contract award. Contractor will identify quick start activities that are high priority and can begin even while the work plan is being developed. Quick start activities may commence prior to work plan approval subject to prior Mission/COR approval. The Mobilization Plan will also include any procurement items that would require USAID approval.

Annex H Organization Structure and Institutional Capabilities Statements for Offeror (not to exceed one page)

Annex I Other Charts and Figures: The Offeror may submit any additional charts or figures that they believe to be necessary to supplement their technical proposal (not to exceed ten pages)

Annex J Draft Security Plan: The Offeror must submit a Security Plan as a part of their proposal. The Security Plan must be based on a credible threat analysis and risk assessment. The plan must provide a coherent, integrated security plan which demonstrates that the Offeror has undertaken a thoughtful review of their security needs and includes analysis of the various elements of a security system showing how threats will be mitigated. The plan must contain the processes and what the offeror or the proposed subcontractor envision will be necessary to secure the contractors in the performance of this requirement. The Security Plan must include a point of contact to answer questions or provide clarifications regarding security. The Offeror is encouraged to acquire professional advice from an expert of its choosing to assist in establishing an overall security plan/system. Refer to Attachment J.7 for sample Security Plan template and guidance

Annex K Draft Branding Implementation Plan and Marking Plan (use template in Attachment J.14)

Annex L Organizational Conflict of Interest Mitigation Plan (if applicable)The Contractor must submit an OCI Mitigation Plan, if applicable, as Annex **L** to the Technical Proposal (not included in page limit), as required under FAR 9.505.

(1) Technical Approach/Performance Work Statement (PWS) (See M.4)

1.1 PWS

The performance work statement (PWS) must separately set forth the specialized approaches the contractor will use to address the specific challenges stated in the SOO and within the development context. The PWS proposed by the successful offeror will become Section C of the resultant contract.

The PWS must be written in contractual language, indicating that the Contractor “must” undertake enumerated tasks and obligations. It must not use language such as “we propose.” The PWS must succinctly, accurately and objectively state the technical specifications of the work the Contractor is obligated by the contract to perform. The PWS must be presented in the same order as the Objectives set forth in the SOO.

The PWS must:

1. Maximize measurable and realistic performance targets to be accomplished under each Objective and Intermediate Result
2. Clearly describe technically sound, evidenced-based and logical interventions the Offeror will perform under each Objective and Intermediate Results likely to achieve the objectives of the Statement of Objectives;
3. Clearly describe the deliverables associated with each Objective and Intermediate Result;
4. Identify those activities within each Objective and Intermediate Result that will contribute to the cross-cutting requirements listed in the SOO, such as collaboration, sustainability, gender equity, youth integration, and innovation; and
5. Include a summary description of the responsibilities of all involved parties and how the dedicated team will lead to successful activity performance.

Offerors must demonstrate thorough understanding of Afghanistan’s air export business enabling environment and development challenges. The Offeror must describe their approach, methodologies, and interventions and their linkages in a logical flow to achieve the three (3) performance objectives listed in the SOO and the activity goal and purpose described in the SOO. The Offeror must also describe how and why those approaches and interventions were determined. The Offeror must clearly describe the deliverables associated with each Objective and Intermediate Result.

The Offeror must address the operating constraints and cross-cutting requirements indicated in the SOO, including: business enabling environment, security, budget, local capacity, sustainability, donor coordination, innovation, incorporating internationally recognized best practices and lessons learned, knowledge management, environmental best practices, gender equality and women's empowerment, youth integration, and collaborating, learning, and adapting.

1.2 Draft AMELP (as Annex F)

The Offeror must submit a draft Activity Monitoring, Evaluation, and Learning Plan (AMELP) that describes the Offeror's proposed monitoring and evaluation systems and demonstrates the Offeror's ability to establish, achieve and measure the Objectives set forth in the SOO. Offerors must propose indicators that will allow USAID to measure the Contractor's performance in implementing the program separated by base period and option period. The AMELP will be used in place of a Quality Assurance Surveillance Plan (QASP). The AMELP will incorporate into one plan the QASP requirements per FAR Part 46.4 and the AMELP requirements per ADS 201.3.4.10.

The draft AMELP must include creative approaches to measuring outputs and outcomes and reporting on the required indicators, including a brief description of how data will be collected, analyzed, used to assess progress and guide decision-making and make program course corrections, as well as how data will be verified.

The draft AMELP must:

- Include the activity-level logical-framework clearly connected to the USAID/Afghanistan Country Development Cooperation Strategy (2018-2023);
- Propose output and outcome indicators with ambitious, but realistic targets (including end of activity results identified in the SOO) that will be suitable for tracking, documenting, monitoring, and reporting both quantitatively and qualitatively the performance for all proposed interventions. All proposed indicators must include annual targets over the life of the activity.
- Include determination and justification of indicators and targets with specific focus on attribution and indicates how the linked to the provision of deliverables, results, objectives, and impact.

Proposed indicators must be direct, objective, practical, adequate, and disaggregated as needed and must meet USAID data quality standards for validity, integrity, precision, reliability, and timeliness as described in ADS 203.3.5.1. In line with USAID gender guidelines the contractor has to collect and report sex disaggregated data.

The AMELP must also include an evaluation plan that aims to assess activity results at the performance level and schedule and tools for periodic evaluation/re-evaluation and revision of approach as necessary.

1.3 Draft Annual Work Plan (as Annex E)

The Offeror must provide a detailed draft Year One Work Plan including deliverables and requirements in accordance with the proposed technical approach. The draft Year One Work

Plan must clearly describe how the Offeror will start up activities quickly and effectively to meet the activity schedule. The draft Work Plan must clearly present how activities are related to achieving the proposed technical approach in the PWS.

2. Management Approach (See M.4)

2.1 Key Personnel (as Annex A)

This solicitation includes a key personnel clause and the quality of key personnel proposed will be an evaluation factor. The Offeror must include as part of its proposal a statement signed by all individuals proposed as key personnel, confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

The Offeror is expected to propose up to five (5) Key Personnel positions and the Offeror must demonstrate how the proposed Key Personnel's qualifications, skills, education, experience, and accomplishments will assist the Offeror to implement the Activity, achieve the results, and meet the indicator targets proposed in the PWS. Offerors are encouraged to think creatively to propose a composition of Key Personnel that will effectively manage the technical, administrative, managerial, and financial aspects of the technical approach. For each of the up to five positions, the Offeror must include the job title, the minimum requirements for the position, the position description, and justify how the proposed candidate meets the minimum requirements of the position in Annex A.

2.2 Other Personnel (as Annex B)

The Offeror must provide an "Other Personnel Plan" as Annex B. The Other Personnel Plan must encompass the staffing requirements for the contract as a whole and include an organizational chart and level of effort matrix. The Other Personnel Plan must be consistent with the proposed technical approach and the Offeror must explain how the plan will support the achievement of the contract objectives.

The proposed Other Personnel Plan should provide at a minimum:

- The titles and numbers of positions, including support staff positions, with a description of their functions, responsibilities, and skill sets (including proposed language requirements) for implementation of the contract.
- When possible, identification of team leaders and technical leaders to be hired during the first year of the contract, along with brief (one or two paragraphs) capability statements for staff who are proposed as team leaders or technical leaders only. The letters of commitment for these staff are not required. Please submit in Annex B.
- If/how consultants will be utilized to augment the technical and management activities implemented by the direct project staff.

The Offeror must promote equitable hiring practices and not discriminate on the basis of sex, race, origin or other factor unrelated to a person's technical ability to perform work. This includes its approach for any planned recruitment of short-term technical assistance (STTA) personnel and consultants, its method to strategically use resources, local professionals, local organizations, and sub-contracts. The proposed staffing structure should be feasible, efficient,

and give preference to utilize Afghan expertise while demonstrating commitment to the building of local capacity and enhancing gender equality.

2.3 Organizational Structure and Institutional Capabilities

The Offeror must demonstrate their organizational knowledge and capability to effectively implement the proposed approach, including home office support, organizational experience trade and export facilitation activities, project management capabilities, internal controls, ability to mobilize and retain staff effectively and efficiently, and capability to execute interventions in conflict-prone environments at the national and sub-national levels.

The Offeror must describe plans to set up its organizational structure and office(s) with clear lines of authority and responsibilities (including home office support) to implement the activities, accomplish the results, and meet the indicator targets proposed in the PWS and the draft AMELP.

3. Past Performance (See M.4) (as Annex C)

A. The Offeror must provide performance information for itself, all partners of a joint venture/teaming arrangements, if any, and each major subcontractor (one whose proposed cost exceeds 10% of the Prime Offeror's cost) in accordance with the following:

1. List in Annex C (See Attachment J.2 of RFP for template) to the technical proposal up to three (3) of the most recent (over the last five years) and relevant contracts, task orders, or assistance instruments for the Offeror. The most relevant indicators of performance are awards of similar dollar size, scope, complexity/diversity of tasks, contract type and skills/expertise required, location, and how recently they were performed.

2. For all awards listed above that are not in *Past Performance Information Retrieval System* (PPIRS), provide a list of contact names, job titles, mailing addresses, phone numbers, current e-mail addresses, explanation of relevance to the proposed acquisition and a description of the performance to include:

- Project Name
- Contract Number
- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Period of performance,
- Dollar value, and
- Contract type, i.e., fixed price, cost reimbursement, etc.
- Brief description of the effort and achievements
- If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2))
- Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the Statement of Objectives.

USAID recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.

Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance. USAID may review relevant past performance not submitted or provided by the offeror. USAID may check any or all cited references to verify supplied information and/or to assess references' satisfaction with past performance.

Adverse past performance information, to which the offeror has not previously had an opportunity to respond, will be addressed in accordance with the policies and procedures set forth in the FAR 15.3.

B. If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

C. Describe any quality awards or certifications that indicate exceptional capacity to achieve the objectives described in the Statement of Objectives. This information is not included in the page limitation.

D. Performance in Using Small Business (SB) Concerns (as defined in FAR 19.001)

1. This section (d) is not applicable to Offerors from small business concerns.

2. In order for USAID to fully and fairly evaluate performance in this area, all Offerors who are not small business concerns must do the following:

a. Provide a narrative summary of your organization's use of small business concerns over the past three years. Describe how you actually use small businesses—as subcontractors, as joint venture partners, through other teaming arrangements, etc. Explain the nature of the work small businesses performed-- substantive technical professional services, administrative support, logistics support, etc. Describe the extent of your compliance with your SB subcontracting plan(s) or other similar SB incentive programs set out in your contract(s) and explain any mitigating circumstances if goals were not achieved.

b. To supplement the narrative summary in (a), provide a list of the recent (past five years) awarded contracts or task orders for which you submitted subcontract reports to Electronic Subcontracting Reporting System (eSRS) (FAR 52.219-9(d)(10) and a copy of any similarly recent subcontracting reports if they were not submitted to eSRS. Offeror is to provide a list of ten (10) relevant eSRS subcontract reports and copies of ten (10) SF-294 forms that are not duplicated. In addition, eSRS is not included in seven (7) page limit of Annex C.

c. Provide the names and addresses of three SB concerns for us to contact for their assessment of your performance in using SB concerns. Provide a brief summary of the type of work each SB concern provided to your organization, and the name of a contact person, his/her title, phone number, and e-mail address for each.

E. The Offeror must use the Past Performance Questionnaire (PPQ) Sheet (See Attachment J.2 of RFP) to present the above requested information. If all of the applicable contracts are in PPIRS, please note this on the sheet with the contract number, amount and short description of the scope. Offerors without past performance described above are not prohibited from submitting proposals. USAID welcomes and encourages potential new Offerors to submit proposals.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

The cost proposal shall be submitted under separate file from the technical proposal. Offeror must ensure that your cost proposal is consistent with its technical proposal in all respects since the cost proposal may be used as an aid to determine Offeror's understanding of the technical requirements. Discrepancies may be viewed as a lack of understanding. The cost proposal shall be in Excel 2010 and compatible with a MS Windows XP operating environment. And all files must be **unprotected including any spreadsheets, which are to be provided as Excel files with visible** cell formulas intact. Each email, including text and encoded attachments, must not exceed 25 MB in size. While there is no page limit, Offerors are encouraged to be as concise as possible, avoid excessive number of pages but still provide the necessary detail to address the solicitation requirement. All formulas must be displayed and the budget must not be locked. Offerors must provide supporting information in sufficient detail to allow a complete analysis of cost for each category.

Offerors shall submit the Cost Proposal via electronic mail (see L.5.5) and shall include the following information. All pages must be sequentially numbered, and each part shall be separated by a tab. Failure to include all information, or to organize the proposal in the manner prescribed, may result in rejection of the proposal as being unacceptable.

L.7.1 Definitions:

Summary Worksheet: The Summary Worksheet derives data from the detailed budget worksheets and summarizes the information. Consolidated Data are figures that appear within a cell because they have been calculated as the result of a formula, and *not* because they have been manually entered into the cell.

For both Detailed Budget Worksheets and Summary Worksheets, the cells that contain budget figures should be formatted as Numbers or Currency, with no decimal places, and with comma separators.

Detailed Budget Worksheets: Detailed Budget Worksheets contain the greatest level of detailed budget breakdown. In the Detailed Budget Worksheets, the offeror must provide details of every estimated item of cost that make up the Cost Elements, including unit rate, number of units, and fixed daily rate of personnel. The Offeror must submit a detailed version of its summary budget for the full period (Base years plus the one two-year option period) of performance.

Budget Narrative: Offerors must submit a detailed budget narrative that supports the cost estimates proposed in its detailed budget. The budget narrative will describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience, market survey, vendor quotes, etc.). Narratives for the individual

cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

Additionally, Offerors will structure their proposals so as to provide the best value and greatest assurance of results at the lowest cost. Each Offeror's cost proposal for the contact period must be evaluated in terms of reasonableness and realism to determine the appropriate cost for the work as proposed by the Offeror, the Offeror's understanding of the work, and their ability to perform the work

Annexes: Offeror must submit **Cost Proposal Annexes** as separate attachments limited to the following:

Annex 1 Form AID 1420-17 (See Attachment J.4), must be provided for key personnel and other technical specialists as Cost Proposal Annex 1 to the cost proposal.

Annex 2 A detailed Level of Effort chart must be submitted as Cost Proposal Annex 2.

Annex 3 Copy of Travel policies and procedures must be included as Cost Proposal Annex 3.

Annex 4 Procurement policies and procedures must be included as Cost Proposal Annex 4.

Annex 5 Copy of Human Resource/ Personnel policies and procedures must be included as Cost Proposal Annex 5.

Annex 6 The fixed fee schedule for base and option periods must be submitted as Cost Proposal Annex 6.

Annex 7 A certification that the proposed personnel were not suggested or requested by USAID must be included as Cost Proposal Annex 7.

Annex 8 Sub-Contracting Plan - (See Template J.13) This is only for large businesses.

Annex 9 Representations, Certifications, and other Statements of Offeror (See Section K and I

L.7.2 Instructions:

The cost proposal must be submitted under separate volume from the technical proposal. The cost proposal has two parts: (a) the completed Standard Form (SF) 33, and (b) the proposed costs.

(a) Standard Form (SF) 33: The Offeror must submit the cover page (Section A) of this solicitation [Standard Form (SF) 33, "Solicitation, Offer and Award"], with block 12 through 18 completed, with an original signature of a person authorized on behalf of the Offeror to sign the offer.

(b) Proposed Costs/Prices:

(a) Offerors are required to complete Section B.4 (Contract Cost and Price) and Attachment J.15 Detailed Budget Template or otherwise be determined non-responsive.

(b) The Offeror shall provide an overall summary budget for the contract period (see Section B.4). Supporting information should be provided in sufficient detail to allow a complete analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those costs associated with each proposed subcontract. The budgets should be specific for the line item for the entire period per line item and on an annual basis for each line item. Offerors shall provide this information through the use of detailed spreadsheets and budget notes. The guidance/format below is provided for the use of Offerors in developing these documents; however, Offerors should keep in mind that it is their responsibility to ensure that the information provided is sufficient to provide a basis for USAID to determine that the costs proposed are reasonable and realistic. Please also note that USAID expects Offerors to propose reasonable and minimal costs for office space, furnishings, home office support and related administrative inputs. Any excessive or “luxury” inputs proposed in the cost proposal will not be considered.

(c) Cost/business proposal demonstrates how USAID funds are applied to direct interventions and not to Operating Expenses, that limited government resources are not wasted on duplicative, unnecessary inefficiencies and to reduce administrative overhead. The Offeror must propose costs that are realistic and reasonable for the work and in line with the Offeror’s proposal. Under this solicitation and resulting contract Offerors are encouraged to improve management and operational efficiencies through innovative approaches in administrative cost savings. Some suggested savings include but are not limited to:

- limit printing (when reviewing and clearing documents) and increased use of multi-functional devices;
- reduction of single-function devices (SFDs) by limiting the procurement of printers, scanners, copiers, and fax machines [the procurement of multifunctional devices (MFDs) can realize significant savings through the consolidation of SFDs functions into a stand-alone system];
- default setting of network printers for double-sided printing and change of printer defaults from color to black and white; expanded use of Video Conferencing; etc. and use of restricted economy class travel on all official travel funded under this contract.

Part 1. Summary Budget –

The Offeror must submit a summary budget and a detailed version of its summary budget for the contract’s base and option periods including each of the years separately and then offer the activity total for the entire contract, item for item in the last column of the spreadsheet. The detailed budget must be submitted for the prime and all subcontractor(s), if any, as shown above. See also *Detailed Budget Worksheets* and *Summary Worksheet* definitions below: For each Line Item, offerors must include an itemized budget detail and justification/narrative explanation in support of these Line Items. It is expected that the overall budget will be allocated equally amongst the components.

Part 2. Budget Narrative: The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget by cost category. This must

include a complete breakdown of cost elements associated with each line item and those costs associated with any proposed subcontract, e.g., salaries, fringe benefits, overhead, other direct costs (supplies, equipment, travel, transportation, per diem amounts, airfares, destination and number of trips, taxis, rent, and domestic and international communications), TCN/CCN labor costs, general and administrative, and fixed fee. See also *Budget Narrative* definition above.

Part 3. Budget Line Item Definitions and Illustrations**

**The regulatory references provided below for each Budget Line Item are not intended to be a complete list of applicable regulations or policies.

1. Direct Labor Salary and Wages: FAR 31.205-6, AIDAR 731.205-6 and AIDAR 752.7007 provides for compensation for personal services. Direct labor salary and wages should be proposed in accordance with the Offeror's personnel policies and must meet the regulatory requirements. Costs of long-term and short-term personnel should be broken down by person years, months, days or hours. Copy of Human Resource/Personnel policies and procedures must be included as an annex (Cost Proposal Annex 5) to the cost proposal.

Completed biographical data sheets, Form AID 1420-17 (See Attachment J.4), must be provided for key personnel and other technical specialists as an annex (Cost Proposal Annex 1) to the cost proposal. Bio-data forms must be properly completed, certified and signed by both employee and contractor in the appropriate spaces, as appropriate. Salaries must be reflected on the bio-data form in U.S. dollars.

A detailed Level of Effort (LOE) estimate with a separate line item for each proposed individual identifying each individual by name and title as well as a consolidated LOE chart, including subcontractors' LOE, must be provided. A copy of this chart should be presented as an annex (Cost Proposal Annex 2) to the cost proposal.

The National Technical Assistance (NTA) salary Guidelines must be used while calculating the CCN staff salary and benefits. (See Attachment J.10).

2. Fringe benefits: FAR 31.205-6 provides for allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries. If fringe benefits are provided for as part of a firm's indirect cost rate structure, see FAR 42.700. If not part of an indirect cost rate, a detailed cost breakdown by benefits types should be provided.

If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate will be used and evidence of its approval will be provided. If a fringe benefit rate has not been so approved, the cost proposal will propose a rate and explain how the rate was determined. If the latter is used, the narrative will include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

3. Consultants: Personnel who are retained, usually on a short-term basis, for their expertise in a particular field and who are generally compensated through the payment of a fee, whether determined on a fixed price or hourly rate basis. Consultants are not treated as employees and do not receive fringe benefits.

4. Travel, transportation, and per diem: FAR 31.205-46, AIDAR 731.205-46 and AIDAR 752-7032 provide for costs for transportation, lodging, meals and incidental expenses. Examples of such costs include the initial deployment to Afghanistan, travel for breaks, or other such travel proposed as allowable, reimbursable costs in the offeror's cost proposal. Other travel costs may include costs such as visas fees, medical exams and inoculations, insurance (other than insurance included in the Offeror's fringe benefits), etc. Costs should be broken down by the number of trips, domestic and international, cost per trip, per diem and other related travel costs. Specify the origin and destination, purpose for each proposed trip, duration of travel, and number of individuals traveling. In addition, Offeror must provide a consolidated travel chart (including subcontractor travel). Per Diem will be based on the Offeror's normal travel policies and not exceed Department of State per diem rates (Offerors may choose to refer to the Federal Standardized Travel Regulations for cost estimates). Copy of Travel policies and procedures must be included as an annex (Cost Proposal Annex 3) to the cost proposal.

5. Allowances: AIDAR 752.7028 provides for differentials and allowances with further references to Standardized Regulations. Allowances must be broken down by specific type and by person. Allowances must be in accordance with the Offeror's policies and the applicable federal regulations and policies.

6. Non-Security Equipment (Equipment and supplies): FAR 2.101 provides for supplies as all property except land or interest in land, FAR 31.205-26 provides for material costs, and FAR 45 prescribes policies and procedures for providing Government property to contractors, contractors' use and management of Government property, and reporting, redistributing, and disposing of contractor inventory. Costs should be broken down by types and number of units to be purchased, and include an analysis that it is more advantageous to purchase than lease. Copy of Procurement policies and procedures must be included as an annex (Cost Proposal Annex 4).

7. Other direct costs: This includes costs such as office rent, vehicle fuel and maintenance, generator fuel, report preparation costs, promotional events, communication costs, workshops as well as any other miscellaneous costs, which directly benefit the activity proposed by the Offeror. The narrative will provide a breakdown and support for all other direct costs. If workshops are included, the Offeror must indicate the subject, venue and duration of proposed workshop, and their relationship to the objectives of the activity, along with estimates of costs. Specific information regarding the type of communication cost (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.

If trainings, workshops, studies, etc., are included, the Offeror must indicate the subject, venue and duration of proposed such interventions, and their relationship to the objectives of the activity, along with estimates of costs. In addition, information regarding the type of communication cost (i.e. mail, telephone, cellular phones, internet etc.) must be included in order to allow an assessment of the realism and reasonableness of these types of costs.

Costs of Branding and Marking (ADS 320.3.6.3) must be included under this line item. These costs are eligible for financing if reasonable, allocable, and allowable in accordance with the applicable cost principles.

8. Security costs: Security cost will at a minimum address the following:

- Personal Security Detail, including Risk Management Company and Afghan Public Protection Force (APPF)
- Security and Security Related Communication Equipment
- Security training
- Static Guard Services
- Fully Armored Vehicles and/or Light Armored Vehicles (Property authorized and in accordance with ADS 563)
- Personal Protection Equipment (helmets, flak jackets, etc.) and/or security modifications to residential and office facilities, including but not limited to protective barriers, e.g. blast walls.

A draft security plan must be included as an annex (Technical Proposal Annex J) to the technical proposal, and must contain the processes and what the offeror or the proposed subcontractor envision will be necessary to secure the contractors in the performance of this requirement (See Attachment J.7 for security plan development guidance).

9. Subcontracts: FAR 44.101 provides for any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. Information sufficient to determine the reasonableness of the cost of each specific subcontract and consultant expected to be hired must be included. The subcontracts budget must follow the same template and format provided for the prime.

10. Indirect Costs (i.e., overhead, G&A, material & handling): FAR 31.203 and FAR 42.700 provides for those remaining costs (indirect) that are to be allocated to intermediate or two or more final cost objectives. Indirect costs and bases as provided for in an Offeror's indirect cost rate agreement with the Government, or if approved rates have not been previously established with the Government, a breakdown of bases, pools, method of determining the rates and description of costs. Please provide a copy of latest NICRA for prime and proposed sub-awardees.

NOTE: (i) The Offeror and each proposed major subcontractor shall include a complete copy of its most current Negotiated Indirect Cost Rate Agreement (NICRA) or other documentation from its Cognizant Government Audit Agency, if any, stating the most recent final indirect cost rates. The proposal shall also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor. (ii) If the Offeror or any major subcontractor does not have a cognizant Government Audit Agency the proposal shall include: (A) Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime Contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and (B) The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

Indirect cost ceiling rates must be included in cost proposal. If the Offeror does not have an approved Negotiated Indirect Cost Rate Agreement (NICRA) from a Cognizant Government Audit Agency, the proposal must include:

- Financial statements, audited balance sheets and profit and loss statements, for the last two complete years, and the current year-to-date financial statements (or such lesser period of time if the Offeror is a newly-formed organization), must be included in the proposal. The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and,
- Detailed indirect cost rate calculations for the most recent two fiscal years that include the major cost elements in both the pool of expenses and base of application. The rate calculations must be supported by the applicable financial statements.

Exemptions for Small Business Offerors Only

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).
2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting

framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

11. Fixed Fee (if any): FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. It is in the government's best interests to link the Contractors Deliverables to the fee schedule. The Budget must include the proposed total fixed fee amount and within the total fixed fee amount, the Offeror must incorporate fee amounts tied to the deliverables listed in the fee schedule below including those deliverables outlined in the proposed PWS in the Technical Proposal and the AMELP. **The fee schedule may be modified based on the annual work plan and changes in underlying assumptions.**

The Offeror will propose a Fixed-fee Schedule that:

- Favors the achievement of more complex performance deliverables; and
- Reflects the progressive achievement of performance deliverable over the contract period of performance.

The Cost Proposal must include the deliverables indicated in the Fixed-fee Schedule, twenty-five percent (25%) of the fee will be attributed to the Activity Deliverables, and seventy-five percent (75%) of the fixed-fee will be based upon the completion of the Performance deliverables, both subject to the inspection and acceptance by USAID as specified in Section E of the same and in complicit with the terms of this contract.

The Offeror will propose a Fixed-Fee Schedule based on Table 1: "Deliverables Schedule" and Table 2 "Fixed Fee Percentage per Deliverable Schedule" below and this will be inserted into Section B.8 Payment of Fixed Fee (CPFF) in the final contract.

Table 1: Where indicated below in Table 1, the Offeror will propose an annually increasing overall target for the deliverables as well as a “minimum achievement” target. All the performance deliverables and their annual and End of the Activity targets should be provided in the draft PWS and/or AMELP.

Table 2: In Table 2, the Offeror will propose fixed-fee payment percentages for those deliverables indicated therein. Fee payments proposed in Table 2 will be paid on an annual basis based on the submission and acceptance of deliverables by the COR and achievement of annual targets in Table 1. These targets will be negotiated with USAID before award.

The proposed percentage fee in Table 2 will be paid based on achievement of the annual target in Table 1. Contractor will be paid in proportion to the level achieved of the annual target per deliverable. For example, if the Contractor is to increase Indicator 1 by 20% in year 2, but only achieves 10% at the end of Year 2, then the contractor will receive only 50% of the potential fixed-fee amount in Year 2 for Indicator 1.

The Offeror may propose at least three (3) and maximum five (5) additional relevant activity deliverables and at least three (3) and maximum five (5) performance deliverables for payment. The additional deliverables will not increase the total amount of fixed-fee.

The additional performance deliverables included in the Fixed-fee Schedule must demonstrate:

- Direct relevance to measuring key outcomes of the contract; and
- Ambition, innovation, and risk-taking in program implementation to achieve the objectives.

Methods and Periods of verification outlined in the Fixed-fee Schedule must:

- Be objectively verifiable and include sources external to the Offeror’s routine monitoring as appropriate;
- Be linked to routine monitoring and reporting exercises; and
- Not pose undue hardship on the government or the Offeror to implement.

TABLE 1

<i>Table 1. Deliverable Schedule per Year/Achievement</i>							
No.	Deliverables/Results	Section Reference	Deliverables Schedule (per year)				
			Base Year/Option Years				
			Y1	Y2	Y3	Option Y4	Option Y5
√ = Submission of Deliverable (plans/reports) X = Not due that year % = Proposed Performance Target							
Activity Deliverables (Plans/Reports)							
1	Annual Work Plan (AWP)		√	√	√	√	√
2	a) AMELP b) Branding Implementation Plan and Marking Plan		√	X	X	X	X

3	Quarterly Performance Reports		√	√	√	√	√
4	Annual Performance Reports		√	√	√	√	X
5	Final Report		X	X	X	X	√
	Offeror's proposed Activity Deliverables						
...	...						

Performance Deliverables							
1	Full-time equivalent employment of firms assisted under USG programs (disaggregate by : gender, age) (EG 5-2)		%	%	%	%	%
2	Volume of air exports		%	%	%	%	%
Objective 1: Increased Air Cargo Capacity							
1.1	Number of air services agreements negotiated and implemented		%	%	%	%	%
1.2	Number policies, regulations, legal frameworks developed to facilitate air cargo.		%	%	%	%	%
Objective 2: Increased Investment to Modernize Airports and Develop Export Processing Capabilities							
2.1	Number of firms receiving USG-funded technical assistance to export (EG 2.2-1)		%	%	%	%	%
2.2	Number of exporters receiving USG-funded technical assistance for improving business performance (EG 5.2-1)		%	%	%	%	%
Objective 3: Improved Policies and Procedures for Export Facilitation							
3.1	Number of new export customs one-stop-shops		%	%	%	%	%
3.2	Number of WTO compliance and customs policies and/or procedures drafted and submitted for GoA approval		%	%	%	%	%
Offeror's proposed performance deliverables associated with each Objective (up to 5 in total)							
1	...		%	%	%	%	%
2	...		%	%	%	%	%

3			%	%	%	%	%
4			%	%	%	%	%
5			%	%	%	%	%

TABLE 2

Table 2. Fixed Fee Percentage per Deliverable Schedule per Year/Achievement							
No.	Deliverables/Results	Section Reference	Deliverables Schedule (per year/achievement) % of total Fixed Fee Schedule for Activity Deliverables X = Not due that year				
			Base Year/Option Years				
			Y1	Y2	Y3	Option Y4	Option Y5
Activity Deliverables. Plans/Reports (Total 25% of Fixed Fee Schedule)							
1	Annual Work Plan (AWP)		%	%	%	%	%
2	a) AMELP b) Branding Implementation Plan and Marking Plan		%	X	X	X	X
3	Quarterly Performance Reports		%	%	%	%	%
4	Annual Performance Reports		%	%	%	%	X
5	Final Report		X	X	X	X	%
	Offeror's proposed Activity Deliverables		%	%	%	%	%
...	...		%	%	%	%	%

No.	Deliverables/ Results	Section Reference	Deliverables Schedule (per year/achievement) % of total Fixed Fee Schedule for Performance Deliverables				
			Base Year/Option Years				
			Y1	Y2	Y3	Option Y4	Option Y5
Performance Deliverables (Total 75% of Fixed Fee Schedule)							
1	Full-time equivalent employment of firms assisted under USG programs (disaggregate by : gender, age) (EG 5-2)		%	%	%	%	%
2	Volume of air exports		%	%	%	%	%

Objective 1: Increased Air Cargo Capacity							
1.1	Number of air services agreements negotiated and implemented		%	%	%	%	%
1.2	Number policies, regulations, legal frameworks developed to facilitate air cargo.		%	%	%	%	%
Objective 2: Increased Investment to Modernize Airports and Develop Export Processing Capabilities							
2.1	Number of firms receiving USG-funded technical assistance to export (EG 2.2-1)		%	%	%	%	%
2.2	Number of exporters receiving USG-funded technical assistance for improving business performance (EG 5.2-1)		%	%	%	%	%
Objective 3: Improved Policies and Procedures for Export Facilitation							
3.1	Number of new export customs one-stop-shops		%	%	%	%	%
3.2	Number of WTO compliance and customs policies and/or procedures drafted and submitted for GoA approval		%	%	%	%	%
Offeror's proposed performance deliverables associated with each Objective (up to 5 in total)							
1	...		%	%	%	%	%
2	...		%	%	%	%	%
3			%	%	%	%	%
4			%	%	%	%	%
5			%	%	%	%	%

12. Cancellation Ceiling.

In accordance with FAR 52.217-2 CANCELLATION UNDER MULTIYEAR CONTRACTS OCT 1997, offerors must propose a separate cancellation ceiling amount for each program year subject to cancellation. Offerors must use the format provided below. In order to determine the reasonableness of the proposed cancellation ceiling, the offeror must provide documentation supporting the proposed ceiling amount.

<u>Contract Year</u>	<u>Cancellation Ceiling</u>
2	\$
3	\$
4	\$
5	\$

Part 4 - Representations, Certifications, and Other Statements of Offerors (Please see Annex 9 of Cost Proposal)

(a) The Offeror and each proposed subcontractor shall complete all "Representations, Certifications, and Other Statements of Offeror". All Offerors and subcontractors must register with the Government Contractor Registration (SAM). The preferred method for submission of certifications and other statement is to complete the statements at the USG Online (SAM - System for Award Management) web-site at <http://www.sam.gov>, the signed and dated printout must then be submitted with the proposal as an annex (see Section K). FAR Part 4.6, Contract Reporting, requires all successful Offerors to have a DUNS Numbers when the anticipated value of any single award that is expected to be over \$2,500 or the local currency equivalent. The DUNS Number is the unique identifier that is used to retain information on all companies, organizations and people that have awards with the U.S. Government. All vendors, including foreign businesses and individuals, receiving USAID awards over this monetary threshold must obtain the DUNS Number themselves.

Part 5 - Policies and Procedures

If the Offeror and/or its major subcontractor(s) does not have prior USAID contracting experience, it shall submit as an annex a copy of its personnel and travel policies, especially regarding salary and wage scales, fringe benefits, merit increases, promotions, leave, differentials, travel and per diem regulations, etc. as indicated above. (Cost Proposal Annexes 3, 4, 5).

Part 6 - Subcontracting Plan

If the Offeror is other than a small business, it must submit a Subcontracting Plan in Annex 8 under Cost Proposal (See Template at Attachment J.13). Submitted Plans must address subcontracting with small business (SB), veteran owned small business, service-disabled veteran-owned small business, HUB Zone small business, small disadvantaged business, and women-owned small business concerns. This plan will be the equivalent of a master subcontracting plan for the overall contract.

Part 7 - Evidence of Responsibility

The Offeror shall submit sufficient evidence of responsibility for the Contracting Officer to make an affirmative determination of responsibility pursuant to the requirements of FAR Subsection 9.104-1. However, in the case of a small business Offeror, the Contracting Officer will comply with FAR 19.6. Accordingly, Offerors should seriously address each element of responsibility. To be determined responsible, a prospective Contractor must: (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a)); (2) Be able to comply with the required or proposed delivery or performance schedule, taking into

consideration all existing commercial and governmental commitments; (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). A prospective Contractor shall not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2; (4) Have a satisfactory record of integrity and business ethics; (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and Sub-Contractors). (See FAR 9.104-3(a)); (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104-3(a)); and (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

Part 8 - Sub-Contractor Information

The information set forth below shall be provided for each Sub-Contractor, if any, proposed. A tab or colored sheet shall separate each element of Sub-Contractor information, as well as each Sub-Contractor. Each page shall have the Sub-Contractor's name clearly marked. (1) A letter, on Sub-Contractor letterhead, and signed by an authorized representative of each Sub-Contractor, which specifically indicates the Sub-Contractor's agreement to be included in the Offeror's proposed teaming arrangement. (2) The Offeror must address each of the elements in FAR 44.202-2 in order for proposed Sub-Contractor(s) to be considered by the Contracting Officer for consent of Sub-Contractor(s) to be granted with the award. (3) A discussion and arrangement on type(s) of subcontract(s) to be used, and approximate percentage of each type of work to be subcontracted. (4) The information requested above in Parts (1), (2), (3), (4), (5) and (6) must be submitted for each major Sub-Contractor.

Part 9 - Information Concerning Work-Day, Work-Week, and Paid Absences

(1) The Offeror and each proposed major Sub Contractor shall indicate the number of hours and days in its normal work-day and its normal work-week, both domestically and overseas, for employees and consultants. In addition, the Offeror and each proposed major Sub Contractor shall indicate how paid absences (US holidays, local holidays, vacation and sick) shall be covered. (2) A normal work-year, including paid absences (holidays, vacations, and sick leave) is 2,080 hours (260 days x 8 hours per day). However, some organizations do not have an 8-hour workday, and some accounting systems normally provide for direct recovery of paid absences by using a work-year of less than 2,080 hours to compute individuals' unburdened daily rates. The Offeror and major Sub-Contractors shall describe their work day and work week policies. (3) The work day and work week policies and the method of accounting for paid absences for the Offeror and major Sub-Contractors in effect at time of award shall remain enforce throughout the period of the award.

Part 10 - Joint Venture or Partnership

If the Offeror is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement must include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting

responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

L.8 INSTRUCTIONS FOR THE PREPARATION OF BRANDING IMPLEMENTATION AND MARKING PLANS

As part of USAID's branding initiative and to ensure that implementing partners communicate that the assistance is from the American People, the New Marking and Branding Policy Requirements for USAID direct acquisitions were issued on January 08, 2007 per the revised ADS 320 – Branding and Marking that can be found at: <https://www.usaid.gov/sites/default/files/documents/1868/320.pdf>.

In accordance with ADS 320, Branding and Marking, Offerors must submit an Initial Branding Implementation Plan (BIP) and a Marking Plan (MP) in Annex L based on the Branding Strategy found in Section D of this solicitation. (See Attachment J.14 Draft Branding Implementation Plan and Marking Plan Template).. These will be evaluated for sufficiency but will not be scored. A Branding Implementation Plan and Marking Plan will be submitted by the Offeror and negotiated and approved by USAID/Afghanistan prior to the award date to provide AEP with pre-determined standard deviations from full branding to allow for marking adjustments with Mission Director's approval of case-specific situations.

(a) Draft Branding Implementation Plan (BIP)

The Offeror must develop a draft BIP that describes how the activity will be communicated to the beneficiaries and promoted to host-country citizens (see ADS 320).

(b) Draft Marking Plan (MP)

The Offerors must develop a draft MP that enumerates the public communications, commodities, and activity materials and other items that visibly bear or will be marked with USAID Identity (see ADS 320).

L.9 AIDAR 752.204-70 PARTNER VETTING PRE-AWARD REQUIREMENTS (FEB 2012)

(a) USAID has determined that any contract resulting from this solicitation is subject to vetting. Terms used in this provision are defined in paragraph (b) of the AIDAR clause at 752.204–71 Partner Vetting, of this solicitation. An offeror that has not passed vetting is ineligible for award.

(b) The following are the vetting procedures for this solicitation:

(1) Prospective offerors should review the attached USAID Partner Information Form, USAID Form 500-13 (See Attachment J.5), and submit any questions about the USAID Partner Information Form or these procedures to the contracting officer by the deadline for questions in the solicitation.

(2) The CO notifies the offeror when to submit the USAID Partner Information Form. For this solicitation, USAID will vet either during competitive range determination (for

negotiated awards) or prior to award upon determination of the apparently successful offeror (if award is made without discussions). Within the timeframe set by the contracting officer in the notification, the offeror must complete and submit the information on the USAID Partner Information Form in accordance with instructions from the vetting official named in paragraph (d) of the AIDAR clause at 752.204–71 Partner Vetting, of this solicitation.

Note: Offerors who submit using non-secure methods of transmission do so at their own risk.

(3) The offerors must notify proposed subcontractors of this requirement when the subcontractors are subject to vetting.

(c) Source selection proceeds separately from vetting. Vetting is conducted independently from any discussions the CO may have with an offeror. The offeror and any subcontractor subject to vetting must not provide vetting information to other than the vetting official. The offeror and any subcontractor subject to vetting will communicate only with the vetting official regarding their vetting submission(s) and not with any other USAID or USG personnel, including the contracting officer or his/her representatives. Exchanges between the Government and an offeror about vetting information submitted by the offeror or any proposed subcontractor are clarifications in accordance with FAR 15.306(a) (48 CFR 15.306(a)). The CO designates the vetting official as the only individual authorized to clarify the offeror's and proposed subcontractor's vetting information.

(d) (1) The vetting official notifies the offeror that it:

- (i) Has passed vetting,
- (ii) Has not passed vetting, or
- (iii) Must provide additional information, and resubmit the USAID Partner Information Form with the additional information within the number of days the vetting official specified in the notification.

(2) The vetting official will include in the notification any information that USAID's Office of Security (SEC) determines releasable. In its determination, SEC will take into consideration the classification or sensitivity of the information, the need to protect sources and methods, or status of ongoing law enforcement and intelligence community investigations or operations.

(e) *Reconsideration.*

(1) Within 7 calendar days after the date of the vetting official's notification, an offeror that has not passed vetting may request in writing to the vetting official that the Agency reconsider the vetting determination. The request should include any written explanation, legal documentation and any other relevant written material for reconsideration.

(2) Within 7 calendar days after the vetting official receives the request for reconsideration, the Agency will determine whether the offeror's additional information warrants a revised decision.

(3) The Agency's determination of whether reconsideration is warranted is final.

(f) *Revisions to vetting information.*

(1) Offerors who change key individuals, whether the offeror has previously passed vetting or not, must submit a revised USAID Partner Information Form to the vetting official. This includes changes to key personnel resulting from revisions to the technical proposal.

(2) The vetting official will follow the vetting process in paragraph (d) of this clause for any revision of the offeror's Form.

a. *Award.* At the time of award, the Contracting Officer will confirm with the vetting official that the apparently successful offeror has passed vetting. The Contracting Officer may award only to an apparently successful offeror that has passed vetting.

[END OF SECTION L]

SECTION M: TECHNICAL EVALUATION CRITERIA

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 SOURCE SELECTION

The proposals will be evaluated in accordance with the factors stated below in Section M of the RFP. The contract will be awarded to the responsible Offeror whose proposal represents the “Best Value” to the Government in accordance with FAR 15.101. Evaluation factors other than cost, when combined, are significantly more important than cost. This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the Contracting Officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Further, the Contracting Officer may award to a higher priced offeror if a determination is made that the higher technical evaluation of that offeror merits the additional cost/price. In evaluating offers, evaluation criteria are in descending order of importance and each sub-factor is of equal weight unless otherwise stated below.. The Offerors will receive one summary rating value for the non-cost proposals.

M.3 AWARD WITHOUT DISCUSSIONS

The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1. Therefore, offerors are required to submit their best initial proposal submission from both a cost and a technical standpoint. USAID reserves the right to conduct discussions if the Contracting Officer determines them necessary.

M.4 TECHNICAL EVALUATION FACTORS

Technical evaluation of proposals will be based on the extent to which the proposal successfully addresses all elements presented in this solicitation and reflects a thorough understanding of the overall objectives as well as the credibility of their approaches and strategies to achieve the desired results. Proposals must clearly demonstrate the Contractor's comprehensive understanding of the Afghan political, social, and economic environment, the challenges that will be faced in implementing the Activity and the approach to overcoming barriers and constraints. The technical approach should be clear, concise, innovative, and realistic within the current environment in Afghanistan.

The following evaluation criteria (1) serve as the standard against which all proposals will be evaluated; and (2) serve to identify the significant criteria which offerors must address in their technical proposal.

The following evaluation criteria are presented by major category in descending order of importance so that offerors know which areas require emphasis in the preparation of the proposals. For factors containing sub-factors, all sub-factors are of equal weight unless otherwise stated below.

The specific evaluation criteria are as follows:

1. Technical Approach
2. Management Approach
3. Past Performance

a. Evaluation Criteria for Each Factor

1. **Technical Approach (Most important factor) (See Sec. L.6.):**

(sub-factor in descending order of importance)

Sub-Factor 1.1: PWS: (greater importance sub-factor) (See Sec. L.6.1.1) USAID will evaluate the feasibility of the Offeror's proposed approach as described in the PWS in accomplishing the Statement of Objectives, meeting the identified performance standards and addressing the requirements listed in Section L.6(c)(2) 2.1 PWS.

Sub-Factor 1.2: Draft AMELP: (lower importance sub-factor) (See Sec. L.6.1.2 and Annex F) USAID will evaluate the quality of the Offeror's Award Monitoring, Evaluation and Learning Plan (AMELP) and the extent to which the AMELP incorporates the QASP requirements of FAR Part 46.4 and ADS 201.3.4.10. This will include, inter alia, review of to what extent: a) the outputs and outcomes link to the proposed deliverables, results, objectives and impacts; and b) to what extent targets for output and outcome indicators are ambitious, but realistic.

Sub-Factor 1.3: Draft Year One Work Plan: (lowest importance sub-factor) (See Sec. L.6.1.3 and Annex E) USAID will evaluate whether the draft Year One Work Plan and timeline clearly describe how the activities will logically implement the proposed technical approach, as described in the Performance Work Statement.

2. Management Approach (Second Most Important Factor) (See Sec. L.6.2)

(sub-factor of equal importance)

Sub-Factor 2.1: Key Personnel (See Sec. L.6.2.1 and Annex A)

The Key Personnel will be evaluated on their academic quality, skills and experience and their appropriateness and suitability to successfully manage the technical and administrative aspects of the contract to achieve the proposed results. This evaluation will include Key Personnel's past performance to be conducted through reference checks.

Sub-Factor 2.2: Other Personnel (See Sec. L.6.2.2 and Annex B): USAID will evaluate the proposed Other Personnel, including the roles, responsibilities, level of effort, and mix of skill-sets to successfully manage the technical and administrative aspects of the contract to achieve the proposed results.

Sub-Factor 2.3: Organizational Structure and Capabilities (See Sec. L.6.2.3): USAID will evaluate the quality and suitability of the organizational structure, and institutional capabilities, including the overall soundness of the management and administration structures and functions whether undertaken directly by the offeror or through a subcontractor. This will include an evaluation of the ambitious yet realistic approach of the mobilization plan for rapid startup, and the suitability of the staffing composition and reporting structure and home office versus in-country Afghanistan location between personnel and key personnel to successfully manage the technical and administrative aspects of the contract to achieve the proposed results.

3. Past Performance (Least Important Factor) (See Sec. L.6.3 and Annex D)

(sub-factor of equal importance)

a) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current. The most relevant indicators of performance are awards of similar dollar size, scope, complexity/diversity of tasks, contract type and skills/expertise required, location, and how recently they were performed.

b) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below (each sub-criterion is equal):

1. Quality, including overall performance to accomplish logistic planning, success in meeting quality objectives and consistency in meeting goals and targets.
2. Cost control, including forecasting costs as well as accuracy in financial reporting.
3. Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
4. Management or business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely

identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements.

5. Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified.

6. For prime offerors who are not small business concerns, their utilization of Small Business concerns as subcontractors, including efforts in achieving small business participation goals.

7. Regulatory Compliance, if applicable, including compliance with all terms and conditions in the awards relating to applicable regulations and codes (financial, environmental, safety, and other reporting requirements).

8. An Offeror's performance in the area of security in critical priority country (CPC) areas.

c) In accordance with FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance or for whom information on past performance is not available, the offeror will not be evaluated favorably or unfavorably on past performance. In this case, offerors must state that it possesses no relevant directly related or similar past performance. An offeror's performance will not be evaluated favorably or unfavorably when: (1) The offeror lacks relevant performance history, (2) Information on performance is not available, or (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor. When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating and will not be evaluated favorably or unfavorably on performance. An exception to this neutral rating provision: the non-small businesses prime with no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.5 EVALUATION OF COST

Cost proposals will be evaluated, but will not be assigned a numerical weight. The evaluation of the offeror's cost proposal will include cost analysis, cost allowability, cost allocability, cost reasonableness, price analysis, and cost realism analysis. The cost realism analysis will consist of a review of the cost portion of the offeror's proposal to determine if the overall costs proposed are: 1) realistic for the work to be performed; 2) reflect the offeror understands of the requirements; and 3) are consistent with the technical proposal. Evaluation of cost proposals will consider, but not be limited to the following:

1. Cost realism and completeness of cost proposal and supporting documentation.
2. Overall cost control evidenced by the proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
3. Cost reasonableness in accordance with FAR 15.404-1(b)(2), and if, the proposed cost in its nature and amount, does not exceed that which would be incurred by a prudent person in the conduct of competitive business.

In accordance with FAR 17.106-2, award will not be made on less than the first program year's requirements. If the Government determines before award that only the first program year's requirements are needed or that it is more advantageous to solicit for each year, the Government

will amend the solicitation to allow offerors to resubmit their proposal for only the first year's requirements. Otherwise, the Government's evaluation will consider the three base years and one option period of two years of the program.

The cancellation ceiling will not be an evaluation factor.

M.6 DETERMINATION OF COMPETITIVE RANGE

- a) The competitive range of offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c).
- b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.7 CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

[END OF SECTION M]

[END OF RFP 72030619R00007]