USAID | WEST BANK/GAZA
FROM THE AMERICAN PEOPLE

Issue Date:	Fri September 4, 2015
Deadline for Questions and Comments:	Thu, September 24, 2015
Closing Date:	Wed, November 4, 2015
Closing Time:	4:00 pm Jerusalem Time.

Subject: **USAID/West Bank and Gaza Notice of Funding Opportunity (NOFO) Number: RFA-294-15-000003**

Program Title: **Envision Gaza 2020.**

Dear Prospective Applicants:

The United States Government, represented by the Agency for International Development (USAID) Mission to the West Bank and Gaza is seeking applications for a Cooperative Agreement from qualified U.S. and Non-U.S. organizations to fund a program entitled "Envision Gaza 2020". Please see section C of this NOFO for eligibility requirements.

Subject to the availability of funds an award will be made to that responsible Applicant whose application best meets the objectives of this funding opportunity and the selection criteria contained herein. While one award is anticipated as a result of this notice of funding opportunity (NOFO), USAID reserves the right to fund any or none of the applications submitted.

For the purposes of this NOFO the term "Grant" is synonymous with "Cooperative Agreement"; "Grantee" is synonymous with "Recipient"; and "Grant Officer" is synonymous with "Agreement Officer". Eligible organizations interested in submitting an application are encouraged to read this funding opportunity thoroughly to understand the type of program sought, application submission requirements and evaluation process.

To be eligible for award, the Applicant must provide all information as required in this NOFO and meet eligibility standards in Section C of this NOFO. This funding opportunity is posted on www.grants.gov , and may be amended. Potential Applicants should regularly check the website to ensure they have the latest information pertaining to this notice of funding opportunity. Applicants will need to have available or download Adobe program to their computers in order to view and save the Adobe forms properly. It is the responsibility of the Applicant to ensure that the entire NOFO has been received from the internet in its entirety and USAID bears no responsibility for data errors resulting from transmission or conversion process. If you have difficulty registering on www.grants.gov or accessing the NOFO, please contact the Grants.gov Helpdesk at 1-800-518-4726 or via email at support@grants.gov for technical assistance.

The successful Applicant will be responsible for ensuring the achievement of the program objectives. Please read each section of the NOFO.

Please send any questions to the point(s) of contact identified in Section D. The deadline for questions is shown above. Responses to questions received prior to the deadline will be furnished to all potential Applicants through an amendment to this notice posted to www.grants.gov.

Issuance of this notice of funding opportunity does not constitute an award commitment on the part of the Government nor does it commit the Government to pay for any costs incurred in preparation or submission of comments/suggestions or an application. Applications are submitted at the risk of the Applicant. All preparation and submission costs are at the Applicant's expense.

Thank you for your interest in USAID's programs.

Sincerely,

Dale Lewis
Agreement Officer
USAID/West Bank and Gaza

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ABBREVIATIONS AND ACRONYMS USED IN THIS NOFO

ADS	Automated Directives System
AHLC	Ad Hoc Liaison Committee
AO	Agreement Officer
AOR	Agreement Officer Representative
BEO	Bureau Environmental Officer
CFR	Code of Federal Regulation
CFW	Cash For Work
COP	Chief of Party
CPP	Civic Participation Program
CSOs	Civil Society Organizations
CV	Curriculum Vitae
DCOP	Deputy Chief of Party
DGO	Democracy and Governance Office
DQA	Data Quality Assessment
DTO	Designated Terrorist Organization
DUNS	Data Universal Numbering System
EA	Environmental Assessment
EMMP	Environmental Mitigation and Monitoring Plan
EPA	U.S. Environmental Protection Agency
ERR	Emergency Rapid Response Palestinian Authority
FAR	Federal Acquisition Regulation
FTO	Foreign Terrorist Organization
ICS	Integrated Country Strategy
IEE	Initial Environmental Examination
IR	Intermediate Result
LOC	Letter of Credit
M&E	Monitoring and Evaluation
M/OAA	USAID/Washington's Office of Acquisition and Assistance
NFIs	Non-Food Items
NOFO	Notice of Funding Opportunity
NGO	Non-governmental organization (NGO)
NICRA	Negotiated Indirect Cost Agreement
OFAC	Office of Foreign Assets Control
OMB	Office and Management and Budget
OP	Operational Plan
PA	Palestinian Authority
PCA	Partner Contracted Audit

PCAP	Palestinian Community Assistance Program
PD	Program Description
POC	Point of Contact
PWD	People with Disabilities
RF	Results Framework
TEC	Technical Evaluation Committee
TIN	Taxpayer Identification Number
UNRWA	United Nation's Relief and Works Agency
UNSC	United Nations Security
USAID	U.S. Agency for International Development
USG	U.S. Government
WFP	World Food Program

SECTION A: PROGRAM DESCRIPTION

I. SUMMARY

In response to the crisis in Gaza, USAID has launched Gaza 2020 – a multi- million dollar, five-year initiative. Gaza 2020's comprehensive approach and significant resource commitment builds on Secretary Kerry's commitment at the October 2012 Cairo Reconstruction Conference to help rebuild Gaza and on USAID's years of experience supporting Palestinians in Gaza. The initiative promotes recovery, reconstruction, and redevelopment in Gaza through four major activities: water & sanitation, private sector development, health, and humanitarian assistance. Gaza 2020's activities were designed in close coordination to complement their respective goals.

Envision Gaza 2020 is the fourth pillar of Gaza 2020. Envision Gaza 2020 is the humanitarian assistance and early recovery components of Gaza 2020. With a total estimated budget of up to $50,000,000 over five years, Envision Gaza 2020 aims to create a path for vulnerable populations[1] in Gaza (including households, youth, women, and other marginalized groups) to become more sustainable and self-reliant by (1) providing basic humanitarian commodities and (2) increasing employment opportunities through short term employment, paid internships, minor capital investments, and job training.

Envision Gaza 2020 is informed by development studies that show long-term successful impact in providing basic humanitarian assistance and basic livelihood creation and support can be achieved when the assistance empowers the direct beneficiaries, the community and civil society to meet the population's aspirations and needs.[2] In addition, a holistic approach, including one that accounts for the most vulnerable populations, has been shown to magnify the sustainability of humanitarian assistance programs.[3]

Envision Gaza 2020 includes an emergency rapid response (ERR) feature that can be scaled up or down depending on whether a disaster such as a war has occurred. Initially the ERR will be set at 20% of the program costs, but the Recipient will be expected to manage its annual budget such that it has the capacity to scale up the ERR above 20% if necessary in the event of a disaster. The Recipient will be expected to demonstrate its ability to respond to a disaster in terms of speed and thoroughness of response, types of services to be provided and qualifications of personnel. As well, the Recipient is expected to demonstrate in its application its ability pivot the program as described herein and to respond to dynamic changes that may occur in the Gaza landscape that could impact program implementation while maintaining its effectiveness and efficiency.

In the application, the Recipient is required to propose and justify clear and objective criteria that will be used to select those eligible for assistance. Following award, the Recipient will work with

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1 According to the Red Cross/Red Crescent, vulnerability is the diminished capacity of an individual or group to… cope with the impact of a natural or man-made hazard. Vulnerability is most often associated with poverty, but it can also arise when people are isolated, insecure and defenseless in the face of risk, shock or stress.
2 "Humanitarian Aid: Are Effectiveness and Sustainability Impossible Dreams?" Journal of Humanitarian Assistance, March 10, 2013. https://sites.tufts.edu/jha/archives/1935
3 DARA http://daraint.org/wp-content/uploads/2011/12/Sustainability-in-humanitarian-action.pdf

USAID to refine these criteria. Existing criteria standards in use by the UN World Food Program, UN Development Program, and other organizations active in Gaza should be considered. It is expected that the beneficiaries of Component 1 (basic humanitarian commodities) will be some portion of the most vulnerable and needy (as to be defined by the Recipient). In order to maximize the effectiveness of Component 2, its beneficiaries may already have a certain level of basic needs met. Accordingly, the two Components may include some overlap in eligible beneficiaries. Yet the Recipient should work to identify beneficiaries from the group receiving food and/or non-food assistance as most appropriate to receive short-term employment, minor capital investments, job training, and/or an internship opportunity. In sequencing assistance in this way, Envision Gaza 2020 aims to help some of Gaza's most vulnerable populations to learn skills and gain experience that will pay dividends for the rest of their lives.

The appropriate extent and length of time for a beneficiary to receive humanitarian assistance will be determined by identified agreed to selection criteria. For example, a beneficiary that meets multiple selection criteria could receive humanitarian assistance for a greater length of time than a beneficiary meeting only one. Similarly, a beneficiary that has a greater family size (with a breadwinner without work for more than three months) would be judged to be in more need than a family of lesser size. Other factors that could increase or decrease the appropriate extent and length of time are a crisis event or a material change in the activities of other donors.

For both Components, the Recipient is required to ensure that interventions do not overlap with other donor programs (both in terms of beneficiaries and also goods/services provided) unless intended. If there is overlap, the Recipient must explain and justify such overlap, providing a sufficient rationale for supplementing other donor assistance.

For Component 2 (increasing employment opportunities), the Recipient is required to ensure that beneficiaries are taught skills and afforded experiences that lead to sustainable longer-term employment by linking with other job opportunities being created in the private sector in Gaza or by other donors.

The Recipient will be expected to retain the ability to pivot operations and activities between Gaza and the West Bank on short notice. USAID will work closely with the Recipient to monitor conditions in both Gaza and the West Bank to determine when assistance to each area is necessary. Precipitating factors necessitating a pivot should be discussed by the Recipient with USAID following award. The Recipient should also be ready to work with the Palestinian Authority (PA) in Gaza if the PA regains governing control over Gaza and USAID authorizes such work.

II. BACKGROUND

Introduction

The 50-days of armed conflict in the summer of 2014 caused widespread loss of life, massive internal displacement, and extensive damage to Gaza's weak public infrastructure. Hostilities also deeply affected an economy and society already fragile due, in part, to restrictions on access and movement. Recovery in Gaza is essential to mitigating the profound impact of the conflict, and creating the necessary conditions for future development.

USAID/WBG Interventions in Gaza

USAID's activities in Gaza demonstrate the U.S. Government's (USG) commitment to improving the lives of Palestinians and contribute to building a more democratic, stable and secure region. From 2009 to June 2014, USAID provided approximately $200 million of humanitarian and recovery assistance to Palestinians living in Gaza. Support included the distribution of food, non-food items, and water and hygiene kits; small scale agriculture production; the rehabilitation of livelihood assets for farmers and fishermen; short-term employment; income generation and job creation; vocational and technical training projects; and education interventions.

In response to the summer 2014 crisis, the U.S. Government is providing an additional $395 million to address recovery and rehabilitation needs in Gaza (including all planned Gaza 2020 pillars). This assistance contributed to the United Nation's Relief and Works Agency (UNRWA) emergency appeal and expanded USAID's food item, non-food item, water, sanitation, and health interventions.

PROBLEM STATEMENT

Humanitarian situation

According to a recent report by the World Bank Ad Hoc Liaison Committee, 39% of Palestinians in Gaza live in extreme poverty, or below $1.25 per day.[4] As a result, many households are unable to meet basic consumption needs or acquire necessary services to live. The unemployment rate is above 40%, the highest in the world.[5] Up to 71% of the population is food insecure and over 80% of the population is estimated to be dependent on humanitarian aid.[6] According to a top UN official, Gaza will be "unlivable" within eight years if steps are not taken immediately to improve basic services like drinking water and electricity.[7]

Women in Gaza

Women in Gaza serve as heads of households, raise children, sustain subsistence livelihoods, and care for the sick, wounded, and elderly. They are also at the forefront of developing day-to-day survival strategies for their families. Insufficient access to basic services, along with high levels of unemployment and poverty, are factors which have negatively impacted their ability to

4 "Economic monitoring report to the ad hoc liaison committee." Working paper. World Bank. May 27, 2015.
5 Ibid.
6 The US Department of Agriculture defines food insecurity as meaning "consistent access to adequate food is limited by a lack of money and other resources at times during the year."
7 United Nations Head of Humanitarian and Development Aid in the Occupied Palestinian Territories, Maxwell Gaylard, quoted in "Gaza in 2020, A Liveable Place?" United Nations. August 2012. Mr. Gaylard explained, "Gaza will have half a million more people by 2020 while its economy will grow only slowly. In consequence, the people of Gaza will have an even harder time getting enough drinking water and electricity, or sending their children to school."

perform these roles, leading to despair and frustration, and straining women's coping mechanisms.

The humanitarian crisis in Gaza has made food, fuel, and electricity even scarcer, placing a greater burden on women to support their households with fewer necessities. Job opportunities for women are limited, and many young women have been forced to drop out of school due to economic needs, according to a 2014 report by the Community Media Center, a Gaza-based non-governmental organization (NGO). Women have also reportedly been subject to increased levels of gender-based violence. A UN Women report on the summer 2014 conflict revealed that gender norms constrain and exacerbate difficult life conditions for women and girls in time of crisis.

Youth in Gaza

The summer 2014 conflict, prolonged restrictions on access and movement, separation between Gaza and West Bank, Hamas' control, and the presence of other designated terrorist organizations, have negatively impacted the situation of youth in Gaza. The May 2015 World Bank AHLC report indicated alarming levels of poverty among youth in Gaza, who represent 29.4% of the total population. Almost 60% of these youth are unemployed. A World Bank report published in May 2015 noted that the high rate of youth unemployment, in addition to the absence of a durable political solution, has reinforced feelings of alienation and confusion. A report by PalThink for Strategic Studies, a Gaza-based think-tank, echoed the harmful effects of unemployment, noting that an alarming number of youth are "unable to handle the challenging situation or move forward towards achieving their personal, occupational and academic goals."[8]

Palestinian Civil Society Organizations (CSOs)

Palestinian CSOs have played an important role in mobilizing people and filling the gaps of the unmet needs of communities in Gaza. CSOs played a vital role in responding immediately in a humanitarian crisis, including those in marginalized areas.

However, during and after the recent crisis, the massive needs have been beyond the CSOs' capacity to fill. Some of the reasons behind the challenges CSOs are facing is due to the lack of financial and human resources to respond to the humanitarian crisis. Part of this is related to the donor community approach of partial engagement of the civil society in emergency, humanitarian and recovery response. This partial engagement has been a missed opportunity to help CSOs to grow and develop.

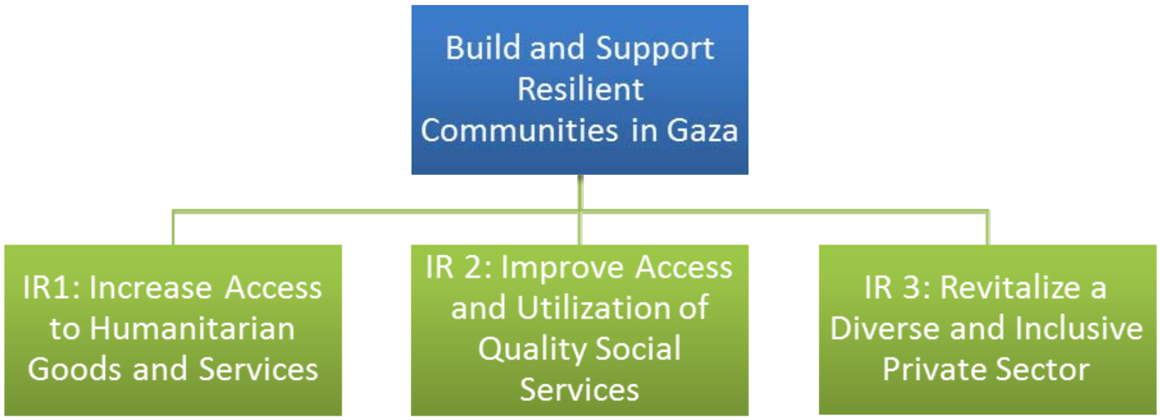
III. PROPOSED ACTIVITY AND RESULTS

Alignment with Integrated Country Strategy and Foreign Assistance Framework

Envision Gaza 2020's proposed interventions align with Gaza 2020's Intermediate Results 1 and 3 (see below); the U.S. Consulate General-Jerusalem's Integrated Country Strategy (ICS) Development Objective #2.1 ("Increase support to ensure that basic human and humanitarian

8 "Youth of Palestine: Charting A Path Out of Extremism," published November 2013.

assistance needs are met in the West Bank and Gaza, and support recovery in Gaza"); and the State Department's Foreign Assistance Framework's humanitarian assistance program element 5.1.2: Assistance and Recovery.



Building on Lessons Learned

Envision Gaza 2020 will respond to priority needs identified through a participatory rapid needs assessment conducted by the Recipient. This needs assessment will build upon the initial assessment accomplished prior to and reflected by the Recipient in its application. The Recipient will also consider best practices and lessons learned from previous USAID-funded programs in the design of Envision Gaza 2020's activities, including:

- USAID's Palestinian Community Assistance Program (PCAP)
    - A PCAP evaluation found that economic recovery programs (cash for work (CFW) and internship interventions) responded to "true, important needs that are highly relevant and do not receive proper attention." For example, PCAP received 11,753 applications for 90 internship positions; while the CFW program collected 11,925 applications to provide 1,749 employment opportunities.
    - Activities provided under CFW helped beneficiaries secure a short-term source of income that provided some temporary financial relief. Many of the beneficiaries (66%) said the CFW activity helped to provide food for their families; while another 28% indicated it helped them afford health care; another 25% used it to pay for university tuition; and 58% used part of the income to pay off debt.
    - Consider societal gender norms as a factor in the design of cash for work activities.
    - Implement activities with local CBOs to ensure building capacity at the local level.
- June 2015 Catholic Relief Services qualitative rapid needs assessment, which highlighted the need for interim solutions to help people continue to meet their basic needs while they are unable to do so on their own; namely health (medication), food, and household items (NFIs).
- USAID's Civic Participation Program (CPP). Internships for youth intervention under CPP received 14,036 applications to fill 850 internships.

Approach

Envision Gaza 2020 will maintain the flexibility to respond to emerging needs through a network of CSOs. CSOs awarded grants and sub-grants under Envision Gaza 2020 will take a leading role in responding effectively and efficiently to humanitarian crises and emergencies; meeting community needs and priorities; engaging needy populations; and coordinating closely with the private sector and other sectors. Sub-grants to Palestinian CSOs will be highly encouraged. Envision Gaza 2020 will also highly encourage the participation of women and women-led organizations throughout implementation of the activity. To measure the sustainability of the interventions, Envision Gaza 2020 will regularly monitor and evaluate the degree to which the interventions are relevant and effective to the lives of beneficiaries.

Objective

Envision Gaza 2020 aims to create a path for vulnerable populations in Gaza (including households, youth, women, and other marginalized groups) to become more sustainable and self-reliant by (1) providing basic humanitarian commodities and (2) increasing employment opportunities through short term employment, internship, minor capital investments, and job training.

Indicator

- Number of internally displaced and host population beneficiaries provided with basic needs as a result of USG assistance (disaggregated by gender—refer to Annex 1)

Legal and Policy Restrictions

There are a number of U.S. legal, policy, and logistical considerations that affect USAID programming in Gaza and the feasibility of proposed assistance. No assistance can be provided if it will benefit a government institution or municipality that is controlled by Hamas or another Designated Terrorist Organization. Accordingly, all proposed activities must be cleared in advance with USAID's AOR. See Section VI - "USAID's Legal and Policy Framework to Work in Gaza" for detailed information.

Program Targets

Envision Gaza 2020 will achieve the following targets. The Recipient may propose in its application greater and/or additional or amended targets, such as tracking the number of households represented by the individual beneficiaries.

Component 1. Increase access to basic humanitarian commodities

- At least 10,000 needy people provided with non-food items (NFIs).
- At least 10,000 needy people provided with food items.

Component 2. Increase employment opportunities

- At least 8,000 short-term employment and internship opportunities created.

Program Activities

Component 1: Increase access to basic humanitarian commodities (40% of the program budget)

Interventions will be divided as follows:

A- *Provision of emergency non-food and supplemental food items to communities/individuals still in need from the summer 2014 conflict and natural disasters (20% of program budget)*:

1- Non-food Assistance: Distribution of non-food items (NFIs) to vulnerable families and individuals during and after emergencies (e.g. conflict and natural disasters). The Recipient will identify NFIs based on recommendations and results from the rapid needs assessment following emergencies; however, illustrative examples of NFIs include household cleaning supplies; kitchen utilities; school uniforms; back-to-school kits; bedding; tarps; gas cylinder and gas stove fans; summer and winter clothes; potable water and tanks school bags, school uniforms; heating devices and rechargeable lights and home repair kits. Procurement of such items will require prior USAID written approval, including approval of the procurement of restricted and/or ineligible commodities in accordance with ADS 312.

2- Supplemental Food Assistance: Envision Gaza 2020 will complement the UN World Food Program's (WFP) efforts in Gaza by providing emergency supplementary food items to targeted beneficiaries both during an emergency and those still in need post-emergency. Targeted beneficiaries will be selected based on criteria that qualify them to receive assistance. Proposed criteria are to be presented in the Recipient's application and will be refined in collaboration with USAID following award. WFP criteria will be consulted and may be modified at the discretion of the Recipient and USAID. The food items will be identified through findings and recommendations provided in the rapid assessment during and following the emergency and in consultation with WFP and food security cluster. The proportion and characteristics of food insecure households will be derived, at least in part, from published results of surveys conducted by the Palestinian Central Bureau of Statistics.

As an illustrative example, in 2009 WFP used the following parameters to analyze food security in Gaza:

a. Food secure: income AND consumption $\geq$ US$5.6/adult equivalent/day, or between US$4.7-5.6 and no decrease in total food and non-food expenditures.

b. Marginally food secure: income OR consumption ≥ US$5.6/adult equivalent/day, or income AND consumption between US$4.7-5.6 with no decrease in total expenditures
c. Vulnerable to food insecurity: income AND consumption < US$5.6 but no decrease in expenditures (those would be marginally food secure)
d. Food insecure: income and consumption < US$4.7, and households with decrease of total food and non- food expenditures or unable to decrease expenditures further.[9]

Another illustrative example of a model for selection criteria is that used by Oxfam Great Britain, where the following criteria were applied to their humanitarian assistance program in Gaza:

a. Household sizes of 6 to 8 members
b. Households that earn less than 314 NIS per member per month, with priority given to those earning less than 250 NIS per member per month.
c. Households whose main breadwinner has been unemployed for more than three months.[10]

Beneficiaries from the group receiving food and/or non-food assistance will also be considered as potential candidates to receive short-term employment and/or an internship opportunity. In sequencing assistance in this way, Envision Gaza 2020 aims to help some of Gaza's most vulnerable populations to learn skills and gain experience that will pay dividends for the rest of their lives and ensure the sustainability of Envision Gaza 2020 activities.

B- Emergency Rapid Response (ERR) - (20% of program budget)

Under the emergency rapid response element of this component, an Emergency Rapid Response (ERR) Fund will be established and will initially consist of 20% of the total estimated program budget. The Fund is intended to allow for a level of flexibility in the program in a given circumstance. The Fund will have dedicated funds to be held in reserve until deemed needed and as approved by USAID to serve humanitarian needs resulting from natural or human crises. The Recipient may utilize these funds to perform rapid response humanitarian assistance in Gaza, and/or also the West Bank, when approved in writing by the Agreement Officer.

The ERR feature will be scaled up or down depending on whether an emergency occurs such as a war or a natural disaster. Initially the ERR will be set at 20% of the program budget, but the Recipient will be expected to manage its annual budget such that it has the capacity to scale up the ERR above 20% if necessary in the event of a disaster. The Recipient will be expected to demonstrate its ability in its application and its implementation of the program to respond to a disaster in terms of speed and thoroughness of response, types of services to be provided and qualifications of personnel.

The process by which the Fund will be utilized: The Recipient will submit a formal request and action plan through the Agreement Officer Representative (AOR) to the Agreement Officer

9 More information available at http://home.wfp.org/stellent/groups/public/documents/ena/wfp213663.pdf.
10 More information available at http://www.alnap.org%2Fpool%2Ffiles%2Fuvp-mtr-final-report-30march11.doc.

requesting utilization of the Fund which states (a) the amount of the Fund being requested (b) a brief budget for the request and (c) a brief description of how the funds will be used and how the impact of these funds will be tracked per the terms and conditions of the award. The Recipient and USAID will cooperate to reallocate funds in this category in accordance with this Program Description should the Agreement Officer determine that conditions warrant a change in budget allocations

All terms and conditions of the award apply to use of the Fund. The USAID Agreement Officer's authorization for the utilization of the Fund is not inclusive of sub-award approvals or waivers, and all applicable approvals must be obtained prior to the Recipient's purchase of goods or services.

Illustrative Indicators:

- Percentage of planned emergency food aid beneficiaries reached with USG assistance.
- Number of people benefiting from USG food assistance (disaggregated by sex and age).
- Number of people benefiting from USG funded non-food assistance (disaggregated by sex and age).
- Percentage of women headed households benefiting from food and non-food USG assistance.
- Number of service providers trained who serve vulnerable persons (Operational Plan (OP) - std)*[11].
- Number of organizations (community members and staff from local agencies) able to provide effective and timely basic and emergency relief assistance*.
- Number of community members and staff from local CSOs who are able to gain appropriate technical and organizational knowledge and skills for rapid assessment and response actions at local level (including indigenous technical knowledge, coping strategies, livelihood strategies)*.

See also Section V, Monitoring and Evaluation Plan for a further discussion of indicators.

Component 2: Increase employment opportunities (60% of program budget)

<u>Short-term Work</u>: Three month work opportunities to skilled and unskilled laborers. The aim is to reduce the need for commodity-based assistance to households and engage individuals in short-term employment activities that extend services to other vulnerable groups and communities. A side benefit is to help beneficiaries restore their self-reliance and self-respect.

<u>Internships</u>: Six month paid internships will be given to recent graduates, with equal opportunities to both men and women, to build their employable skills. Internships will include placement of university graduates (youth and young adults) in private entities (factories, business, workshops, etc.) and CSOs. The Recipient should work closely with the private sector, including factories, small businesses, and workshops to ensure the appropriateness of the internship activities. The Recipient is expected to coordinate with other donors and USAID

11 Indicators with * are cross cutting indicators that are applicable to the IRs of Envision Gaza 2020.

funded activities, such as ongoing assistance to the private sector, in an effort to place beneficiaries of short term employment and internships in longer term jobs that enable them to sustain their income.

Minor Capital Investments: Envision Gaza 2020 will bolster income generation for the neediest in Gaza through minor capital contributions to textile, agricultural, and other workers. As illustrative examples, smallholder farmers may need equipment repair and a small workshop may need better tools to produce uniforms for a local school. The Recipient should work closely with the private sector, including factories, small businesses, and workshops to ensure the appropriate level of assistance.

Job Training: To help unskilled and low-skilled laborers advance in the labor marketplace, Envision Gaza 2020 will sponsor on-the-job training across a range of job areas. As an illustrative example, a small family business may need assistance in switching from paper to electronic record-keeping. As another example, textile workers need training to transition from sewing to the more advanced skill of cutting cloth. Labor demand for various semi-skilled positions will be identified by the Recipient as part of the needs assessment. The Recipient should work closely with the private sector, including factories, small businesses, and workshops to ensure the appropriateness of the job training activities in terms of linkage with the private sector and sustainability.

To ensure that beneficiaries maintain the assistance beyond the life of the program, the Recipient is required to ensure that beneficiaries are taught skills and experience that best leads to sustainable longer-term employment by linking with other job opportunities being created in the private sector in Gaza or by other donors. Additionally, the Recipient will continuously monitor and evaluate the degree to which the interventions are relevant and effective to the lives of the beneficiaries.

Illustrative examples of program interventions (activities) include but are not limited to:

- Small-scale agricultural work including digging water catchments, distributing seeds and seedlings, repairing damaged home-based greenhouses or gardens and their infrastructure, lining and fencing, weeding and harvesting, distributing animal productions kits, distributing fodder, ploughing plots of land, repair and production of fishing nets, rehabilitation of fishing boats, etc.
- Small-scale textile work to produce children school uniforms, clothing and shoes.
- Small-scale infrastructure repair (e.g. doors and windows) such as women centers, youth clubs, private schools, kindergartens, CBOs and non-Designated Terrorist Organization (DTO) municipalities.
- Maintenance and upkeep of select community sites, including streets, public parks, school playgrounds, in each case only at municipalities that are not controlled by a DTO.
- Recreational and extracurricular activities by the interns for children, women and adolescents such as summer camps, winter camps, drama, sports, music, arts and painting, cultural competitions and other related activities.

The determination of the timeframe for the program's interventions will consider previous USAID-funded programs with similar interventions (mainly PCAP and CPP) that short-term work opportunities for vulnerable skilled and unskilled laborers and internships.

Illustrative Indicators

- Number of people employed in short-term jobs as a result of USG-supported humanitarian assistance programming (disaggregated by sex and age).
- Number of youth benefiting from internship opportunities (disaggregated by sex).
- Person days of employment generated (OP-custom).
- Number of farmers benefitting from the small-scale agricultural rehabilitation.
- Number of people benefiting from the humanitarian support interventions (disaggregated by sex and age).
- Number of rural households benefiting directly from USG interventions.
- Number of vulnerable households benefiting directly from USG assistance.
- Number of individuals who have received USG supported short-term agricultural sector productivity or food security training.
- Proportion of female participants in USG-assistance programs designed to increase access to productive economic resources (assets, credit, income or employment)) (OP-std)
- Number of service providers trained who serve vulnerable persons (OP-std)*[12].
- Number of people (community members and staff from local agencies) able to provide effective and timely basic and emergency relief assistance*.
- Number of community members and staff from local CSOs who are able to gain appropriate technical and organizational knowledge and skills for rapid assessment and response actions at local level (including indigenous technical knowledge, coping strategies, livelihood strategies)*.

See also Section V, Monitoring and Evaluation Plan for a further discussion of indicators.

IV. ANALYSIS

a. Gender Analysis

The Recipient will be required to conduct a detailed gender analysis prior to implementation in addition to taking into account gender considerations in its application. This analysis will identify gender issues and determine possible entry-points for the activity. Focus should be related to the different roles, needs, priorities, and strengths of Palestinian women/girls and men/boys and the complexity of gender relations in the context of social relations and how this constrains or provides opportunities for addressing gender inequality; and assess the barriers and constraints to women and men participating and benefiting equally from Envision Gaza 2020 interventions and discuss strategies to address these barriers and constraints and ensure that they are adequately resourced.

12 Indicators with * are cross cutting indicators that are applicable to the two IRs of Envision Gaza 2020.

Specifically, the Recipient should address the following:

- What are the gender issues and possible entry-points in the proposed program?
- What are the different roles, needs, priorities, and strengths of Palestinian women/girls and men/boys with disabilities and what are gender relations in the context of social relations?
- How do these gender relations constrain or provide opportunities for addressing gender inequality?
- What are the different barriers and constraints to women and men participating and benefiting equally from the proposed program?
- What are the program's strategies to address these barriers and constraints and ensure that they are adequately resourced?

A copy of the conducted gender analysis must be attached to the Implementation Plan which is due within 60 days after award.

b. Youth Analysis

In line with USAID's October 2012 Youth in Development policy paper, the Recipient will be required to conduct a youth analysis prior to implementation in addition to taking into account youth considerations in its application. This analysis will discuss how Envision Gaza 2020's interventions will engage youth and young people as viable partners in all activities, integrate youth-related issues; invest in youth and capitalize on and strengthen their skills (internships and employability skills) .

A copy of the conducted youth analysis must be attached to the Implementation Plan which is due within 60 days after award.

c. Environmental Analysis

USAID expects its activities to positively contribute to the environment in a developmental context. Envision Gaza 2020 activities aim to increase the access of Palestinians living in Gaza to essential humanitarian commodities and services.

In addition to other interventions, Envision Gaza 2020 may include small-scale rehabilitation work such as modifying partition walls, repairing windows, painting walls, fixing doors and windows, and other related small scale rehabilitation activities. As designed, the anticipated interventions are not expected to have a "significant" effect on the natural or physical environment as defined in 22 CFR 216.1 (c) provided the proper controls and mitigation measures are developed and followed. Therefore, and pursuant to 22CFR 216.3(a) (2)(iii), a Negative Determination with condition is recommended for this activity. An Initial Environmental Examination (IEE) must be conducted during the design stage of all interventions that include any small scale rehabilitation work and/or cleaning campaigns. Design teams will incorporate the environmental recommendations into the activity planning.

V. MONITORING AND EVALUATION PLAN

Monitoring

The Recipient will be responsible, in close coordination with USAID to develop a rigorous Monitoring and Evaluation (M&E) Plan that aligns with ADS 203 and USAID's Mission Order 203, and establishes the appropriate methods for collecting, analyzing, and reporting performance data throughout the life of activity. In accordance with the Envision Gaza 2020 results framework, the M&E plan will include appropriate indicators and targets, indicator definitions, means of verification, and analysis of indicator data to determine program performance and results. DGO and the Recipient will ensure that all data collected and reported comply with data quality standards that include validity, reliability, timeliness, precision and integrity.

A select set of indicators will be developed and established to measure the impact on the lives of targeted beneficiaries. The Recipient shall include proposed performance indicators for both components at the time of the application and will further refine these indicators following award in collaboration with the Agreement Officer Representative (AOR). The AOR and the Recipient together will identify and add/modify previously approved performance indicators, e.g. those included in the award to measure the program's results and performance. Using these indicators and measurable targets, the AOR and the Recipient will collaboratively develop a M&E Plan to manage the process of monitoring, evaluating, and analyzing progress toward achieving results.

Activity achievement will be monitored through regular data quality analyses, review of quarterly and annual reports, and semi-annual portfolio reviews. The AOR will report against these indicators through the Mission's annual Performance Plan and Report. This information will be used to inform management decisions on future program implementation.

Evaluation

An independent USAID-led mid-term evaluation will be conducted during the third year of implementation. Evaluation recommendations and findings will inform USAID on the progress, achievements towards objectives and IPs performance and if any modifications or improvements are needed.

Illustrative evaluation questions may include:

- To what extent has Envision Gaza 2020 achieved its intended objectives and results?
- How efficient and effective were the implemented interventions?
- To what extent were the beneficiaries of the humanitarian assistance satisfied with the relevance and the quality of the assistance?
- To what degree (or in what specific ways) have the internal capacity of targeted CBOs and CSOs improved over the activity period to date?
- How well did the interventions respond to changing priorities and needs of the targeted groups?
- To what extent and how relevant gaps between males and females were closed?
- What new opportunities for women and men were created?

- What differential negative impacts on males/females (such as increasing the risk of gender-based violence) were addressed or avoided?
- What needs and gender inequalities emerged or remain?

The Recipient will conduct a final independent third-party evaluation to assess the activity's performance to achieve its intended results. Evaluation findings will be used to inform management decisions and future programing. The final evaluation should be conducted at least six months prior to the conclusion of the activity.

VI. USAID'S LEGAL AND POLICY FRAMEWORK TO WORK IN GAZA

While the need for assistance to Gaza across all sectors is great, there are a number of legal, policy, and logistical considerations that affect USAID programming in Gaza and the feasibility of proposed assistance. Some of the key restrictions are listed below and need to be considered when designing and implementing activities under this Program Description:

- U.S law prohibits the provision of USAID funds to designated terrorist organizations (DTOs) (such as Hamas), the de facto authorities in Gaza, DTO-controlled municipalities and to government institutions such as public schools and hospitals. Explicit written authorization from USAID's AOR is required in advance for each activity.

- Vetting and Anti-Terrorism Certifications: Each awardee and its sub-awardees (and possibly sub-awardees below the second tier) will need to clear USAID's vetting procedures. In certain instances vetting may also be required for vendors. Certain awardees will also be required to execute USAID's Anti-Terrorism Certification. For further description of these requirements, please refer to Mission Order No. 21 as referred to in provisions F.7.3 "Prohibition Against Support For Terrorism" and F.7.11 "USAID/West Bank and Gaza Mission Order No. 21".

- USG Contact Policy: The USG maintains a strict policy of no contact with members of terrorist organizations including Hamas. This applies not only to USG employees but also to employees of implementing partners and their subs.

- Government of Israel (GOI) Restrictions on Travel to Gaza: Travel of the Recipient's staff (including U.S. Citizens, dual citizens and third country nationals) working under Cooperative Agreements or Grants is subject to the organization's discretion and procedures. In addition, due to GOI security constraints, extensive coordination efforts with the GOI are required to authorize the travel of people and goods into and out of Gaza. The import and export of commodities and goods must be made through Kerem Shalom and this process can be complex, costly and burdensome. GOI restrictions on importing "dual-use" items may prevent the importation of certain equipment, particularly in the health and infrastructure sectors.

- Refugee Assistance/UNRWA: It is not expected that this program will target refugees receiving UNRWA assistance. If the Recipient identifies needs that cut across the general and refugee population and involves work with UNRWA schools, health clinics or camps, they should notify USAID.

VII. MANAGEMENT

In its application, the Recipient will identify and propose a staffing plan that covers both Key Personnel (requiring USAID approval) and support staff, and justifies the underlying rationale for determining the staffing configuration. Brief position descriptions must be included.

The staffing plan should highlight where the implementer anticipates the involvement of technical experts on an ad hoc and/or short-term basis. The staffing plan should also explain how an additional expertise and skill mix might be obtained while considering cost-containment and avoiding unnecessary staffing.

Special attention should be paid to the Key Personnel positions. Key Personnel are those considered essential to the work being performed under this activity, and must be approved by USAID/WBG prior to their employment. Applicants must propose Key Personnel and specify the qualifications and abilities of proposed key personnel that are suited to successfully implement the proposed technical approach.

The proposed staffing plan must include the following key personnel positions:

- Chief of Party (COP)
- Deputy Chief of Party/Senior Humanitarian Assistance Specialist
- Grants and Compliance Manager
- Financial Manager
- Program Monitoring and Evaluation Manager

All key personnel should have demonstrated education and experience backgrounds including expertise and skills to manage Envision Gaza 2020. Past experience in Gaza or in similar context is highly desired including familiarity with the political, social and operational environment in Gaza. The Applicant should include a well thought out staffing plan (organizational chart) that incorporates and justifies clearly articulated roles and responsibilities for all key staff. In addition, the location of the staff must be indicated. The staffing plan should also reflect extensive technical expertise in gender integration.

1. Chief of Party (COP)

The Chief of Party will be responsible for the overall management of the activity and shall have an advanced degree (masters or above) in international development, sustainability, law or any other related field, including at least 15 years prior experience working in humanitarian assistance, and emergency response, plus experience in managing complex international-donor funded development activities in challenging environments. S/he must have demonstrated outstanding leadership, project management, coordination, organizational, teamwork, and strategic planning skills, with proven ability to function effectively with multiple host-country counterparts and representatives from other key stakeholders such as non-governmental organizations, the United Nations, and other donor. Five (5) years of prior work experience in the Middle East region is required. Strong verbal and written English communications skills are required.

2. Deputy Chief of Party/Senior Humanitarian and Recovery Assistance Specialist (DCOP)

The DCOP should be able to smoothly and effectively continue implementation of activities in the absence of the COP. Also, the DCOP should foster local partnerships and coordinate with other programs and stakeholders - Palestinian institutions, donors, U.N. organizations, PVOs and NGOs, and with other USAID programs and implementing partners – to meet program objectives.

The DCOP is required to have a Master's degree in international development or any other related field, including at least 5 years of experience implementing humanitarian assistance programs and 8 years of experience managing a team of professionals. 3 years of prior work experience in Gaza is required. Strong verbal and written English communications skills are required.

3. Grants and Compliance Manager

The Grants manager will be responsible for overseeing and managing the subgrant awards that are expected in each of the technical areas. S/he must have an advanced degree in a related administrative or development field and at least 10 years prior experience working as a grants manager or related field and demonstrated experience being responsible for ensuring that there are systems and internal controls in place to effectively manage, monitor and report on sub-awards, including being responsive to all USAID regulations and requirements.

4. Finance Manager

The Finance Manager must have demonstrated capability to track, collect, file, and respond to financial transactions conducted by the Applicant or by a sub-awardee. The Finance Manager must have a Master's degree in economics, accounting, business or any other related field, including at least 7 years of experience as a finance manager.

The Finance Manager must have 3 years of experience demonstrating familiarity and experience in working on a USAID-funded program including the management of various financial audits.

5. Program Monitoring and Evaluation Manager

The Program Monitoring and Evaluation Manager should have demonstrated capability to manage and monitor the range of activities described in the Program Description for vulnerable groups in Gaza.

Also, the Program Monitoring and Evaluation Manager should have relevant and complementary qualifications, skills and experience to monitor and evaluate the program activities implemented by both the Applicant and the sub-awardees.

The Program Monitoring and Evaluation Manager should have a Master's degree in international development, economics or any other related field, including at least eight years of experience monitoring and evaluating similar activities.

VIII. BUDGET

The total budget is up to $50 million, implemented over 5 years, subject to funding availability and USAID approval of the annual budget.

IX. AWARD TIME FRAME

USAID/WBG plans to award a Cooperative Agreement o/a January 2016 for a period of performance of five years and expects the Recipient to become fully operational within 30 days from approval of the Recipient's Mobilization Plan. Funding for this program will be made on an incremental funding basis during the period of performance, subject to the availability of funds, satisfactory performance and continued need.

X. AUTHORITY AND ADMINISTRATION OF AWARD.

a. Pursuant to the Foreign Assistance Act of 1961, as amended (FAA), the United States Government (USG), as represented by the U.S. Agency for International Development (USAID), Mission to West Bank and Gaza, seeks to support or stimulate the activities described above, and requests applications from eligible organizations (see Section C of this NOFO). The prime award resulting from this NOFO will be administered in accordance with the following:

   - 2 CFR 200 UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS. 2 CFR 200
   - 2 CFR 700 (USAID'S implementation of 2 CFR 200). 2 CFR 700
   - Chapter 303 of USAID's Automated Directives System (ADS-303). ADS Chapter 303
   - USAID Mandatory and Required-as-Applicable Standard Provisions for U.S. or Non- US Non-Governmental Organizations. See the following links:
     Standard Provisions for Non-US Non-Governmental Organizations
     Standard Provisions for US Non-Governmental Organizations

b. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds and shall serve as the primary agreement contact between USAID and the Recipient. The Agreement Officer's Representative (AOR) will serve as the primary technical contact between USAID and the Recipient.

c. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Agreement or a specific written authorization from the Agreement Officer.

LOGICAL FRAMEWORK FOR PROGRAM DESIGN

Narrative Summary	Objectively Verifiable Indicators	Means of Verification	Important Assumptions
Goal: Gaza 2020 Resilient communities in Gaza built and supported	Number communities benefited from the program		Humanitarian assistance is subject to political situation and conflict. Assumption: The political and security situation in Gaza will not change and the need for humanitarian assistance will remain the same. Israel will allow the entry of commodities through the crossings. Israel will allow the entry and exit of personnel in and out of Gaza throughout the implementation period. USG will continue its willingness to support HA for Palestinians in Gaza.
Envision Gaza 2020 Objective: Envision Gaza 2020 aims to create a path for vulnerable populations in Gaza (including households, youth, women, and other marginalized groups) to become more sustainable and self-reliant by (1) providing basic humanitarian commodities and (2) increasing employment opportunities through short term employment, internship, minor capital investments, and job training.	Number of internally displaced and host population beneficiaries provided with basic needs as a result of USG assistance (5.1.2 OP-disaggregated by sex)	Partners' reports validated signed list of beneficiaries	Assumption: USAID investment is sufficient, budget and resources are allocated. The internal political and security situation in Gaza does not hinder the execution of the activities. Recipient is able to conduct local procurements (from Gaza local market) to the greatest extent possible, if some of procurement items were not available in the local market, implementing partner would be able to procure outside Gaza Israel will allow the entry of commodities through the crossings. Israel will allow the entry and exit of personnel in and out of Gaza throughout the implementation period. USG will continue its willingness to support HA for Palestinians in Gaza.
Outputs: Households and individual income increased Livelihoods restored or enhanced	• Number of people employed in short-term jobs as a result of USG-supported humanitarian assistance programming (disaggregated by sex	Partners' reports and records validated signed list of beneficiaries .	

	and age). • Number of youth benefiting from internship opportunities (disaggregated by sex). • Person days of employment generated (OP-custom). • Number of farmers benefitting from the small-scale agricultural rehabilitation. • Number of people benefiting from the humanitarian support interventions (disaggregated by sex and age). • Number of rural households benefiting directly from USG interventions. • Number of vulnerable households benefiting directly from USG assistance. • Number of individuals who have received USG supported short-term agricultural sector productivity or food security training. • Proportion of female participants in USG-assistance programs designed to increase access to productive economic resources (assets, credit, income or employment)) (OP-std) • Number of service providers trained who	Interviews, field visits, time sheets for short term employment (STE) and internships. Pictures from the field.	

	serve vulnerable persons (OP-std)*[13]. • Number of people (community members and staff from local agencies) able to provide effective and timely basic and emergency relief assistance*. • Number of community members and staff from local CSOs who are able to gain appropriate technical and organizational knowledge and skills for rapid assessment and response actions at local level (including indigenous technical knowledge, coping strategies, livelihood strategies)*.		
Outputs: • Increased food assistance to vulnerable populations • Increased access to and delivery of basic humanitarian commodities	• Percentage of planned emergency food aid beneficiaries reached with USG assistance. • Number of people benefiting from USG food assistance • Number of people benefiting from USG funded non-food assistance. • Percentage of women headed households benefited from food and non-food USG assistance.	Partners' reports validated signed list of beneficiaries, activities attendance sheets, pictures from the field, pre and post interventions evaluation	

13 Indicators with * are cross cutting indicators that are applicable to the three different IRs of Envision Gaza 2020.

Outputs: CSO capacity to respond to humanitarian crisis increased	• Number of Service Providers Trained Who Serve Vulnerable Persons (OP-std) • Number of people (community members and staff from local agencies) able to provide effective and timely basic and emergency relief assistance • Number of community members and staff from local CSOs who are able to gain appropriate technical and organizational knowledge and skills for rapid assessment and response actions at local level (including indigenous technical knowledge, coping strategies, livelihood strategies).	Partners' reports validated signed list of beneficiaries, activities attendance sheets, pictures from the field, pre and post capacity assessment for targeted CSOs.	
Inputs/Activities: • Small-scale agricultural work including digging water catchments, distributing seeds and seedlings, repairing damaged home-based greenhouses or gardens and their infrastructure, weeding and harvesting, distributing animal productions kits, distributing fodder, ploughing plots of land, repair and production of fishing nets, rehabilitation of fishing boats, etc. • Small-scale textile work to produce children school uniforms, clothing and shoes. • Small-scale infrastructure repair (e.g. installing doors and windows) such as women centers, youth clubs, private	• Implementation of short term employment and households' food security including: Identification of employment opportunities needs. households activities and needs • Setting up the procedures and criteria for the selection, registration of beneficiary workers/ interns, job placement and follow up. • Procurement and distribution of food and non-food commodities • Implementation of capacity building		

schools, kindergartens, CBOs and non-Designated Terrorist Organization. • (non-DTO) municipalities. • Private sector food processing, preservation, and distribution Priority might be given to the flowing categories: 1) women from female-headed households. 2) disabled women and men, 3) marginalized and poor households. The activity will be hosted by CSOs in targeted communities, ensuring easy access to the beneficiaries. • Maintenance and upkeep of select community sites, including streets, public parks, school playgrounds, in each only at municipalities that are not controlled by a non-DTO Cleaning and/or beautification of community selected sites will provide benefits to the wider community and serves to offer employment to unskilled beneficiaries in urban areas. Sites to be selected through coordination with approved local municipalities, local CSOs and include streets, public parks, playgrounds and graveyards. • Recreational and extracurricular activities by the interns for children, women and adolescents such as summer camps, winter camps, drama, sports, music, arts and painting, cultural competitions and other related activities.	interventions for targeted CSOs.		

SECTION B: FEDERAL AWARD INFORMATION

B.1 Estimate of Funds Available and Number of Awards Contemplated

Subject to funding availability, USAID intends to provide approximately $50 million in total USAID funding over the period of the program. The ceiling for this program is $50 million. Actual funding amounts are subject to availability of funds.

USAID intends to award one (1) Cooperative Agreement pursuant to this notice of funding opportunity. USAID reserves the right to fund any one or none of the applications submitted. USAID may make an award on the basis of initial applications received, without discussions. Therefore, each initial application should contain the Applicant's best application from a technical and cost standpoint.

B.2 Start Date and Period of the Program

The period of performance anticipated herein is five years. The estimated start date will be upon the signature of the award.

B.3 Accountability

The Recipient will be fully responsible for all funds disbursed to it under the award. Funds will be denominated and disbursed in the U.S. Dollars. All funds are subject to audit.

USAID's West Bank & Gaza (USAID/WBG) Recipients and significant sub-recipients are subject to the audit requirements as mandated under the annual appropriation law and in accordance with the regulations under 2 CFR-200. All awards for U.S. and non-U.S recipients will be subject to annual financial audits. In addition, U.S. sub-recipients will be subject to annual financial audits should the sub-recipients incur expenditures of federal funds totaling $500,000 or more during its fiscal year. Non-U.S. sub-recipients will be subject to annual financial audits should the sub-recipients incur expenditures of federal funds totaling $300,000 or more during its fiscal year. USAID/WBG has the discretion to audit sub-recipients at a lower threshold if deemed necessary.

Recipient must comply with all applicable U.S. laws and regulations. Failure to comply with applicable U.S. law and regulations may result in termination of award.

B.4 Substantial Involvement

USAID/West Bank Gaza anticipates a close working partnership with the implementing partner for this award. USAID will exercise substantial involvement under this Cooperative Agreement in the following ways:

a. Approval of the Recipient's Annual Implementation Plans.

b. Approval of key personnel positions and key personnel in addition to any subsequent changes thereafter;

c. Concurrence on the selection of subaward Recipients, and/or concurrence on the substantive provisions of the subawards, including vetting of subawardees in accordance with the West Bank/Gaza Mission Order 21 and/or any amendment(s) to it thereafter. The Recipient must request prior approval from the USAID Agreement Officer for the subaward transfer or contracting out of any work under this Agreement.

d. Approval of Monitoring and Evaluation Plan and the associated program indicators.

e. Collaboration on the selection criteria for the identification of program beneficiaries.

f. Approval of the use of Emergency Rapid Response funds

g. Monitoring to authorize specified kinds of direction or redirection because of interrelationships with other projects. Where there are specific elements in the proposed program for which USAID's technical knowledge would benefit the Recipient's successful accomplishment of stated program objectives, the direct provision of USAID expertise and ongoing USAID participation in the program can be authorized.

B.5 Title to Property

Property Title under the resultant Agreement shall vest with the Recipient in accordance with the requirements of 2 CFR 200.

B.6 Authorized Geographic Code

The authorized geographic code for this program "937". USAID's rules for the source of goods other than "restricted goods," is described in ADS 312 [http://www.usaid.gov/sites/default/files/documents/1876/312.pdf].

"937" is defined as the United States, the Cooperating Country (Israel, West Bank and Gaza), and developing countries other than advanced developing countries, and excluding prohibited sources. The nationality of suppliers of goods and services (other than delivery services) is described in ADS 310 [http://www.usaid.gov/sites/default/files/documents/1876/314.pdf]. These rules do not apply to procurement by the Recipient with cost-sharing or program income funds.

For an accurate identification of developing countries, advanced developing countries, and prohibited sources, please refer to Automated Directive System (ADS) 310 entitled "Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID".

B.7. Purpose of the award

The principal purpose of the relationship with the Recipient and under the subject program is to transfer funds to accomplish a public purpose of support or stimulation of the "Envision Gaza 2020 Program" which is authorized by Federal statute.

The Recipient will be responsible for ensuring the achievement of the program objectives and the efficient and effective administration of the award through the application of sound management practices. The Recipient will assume responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. The Recipient using its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the resulting award.

B.8. Program Income

Program income is not anticipated under this award. Nonetheless, if any program income is generated under this award it will be added to USAID funding (and any cost-sharing that may be provided), and used for program purposes. However, pursuant to 2 CFR 200.307, if the successful Applicant is a for-profit organization, any program income generated under the award will be deducted from the total program cost to determine the amount of USAID funding. Program income will be subject to 2 CFR 200.307 for U.S. NGOs or the Standard Provision entitled “Program Income” for non-U.S. NGOs.

[END OF SECTION B]

SECTION C: ELIGIBILITY INFORMATION

C.1 Eligible Applicants

Qualified U.S. and non-U.S. Non-Governmental Organizations (NGOs), U.S. Private Voluntary Organizations (PVOs), and U.S. and non-U.S. for profit firms (provided they forgo profit) may participate in this NOFO.

USAID welcomes applications from organizations which have not previously received financial assistance from USAID. Applicants are encouraged to utilize local expertise and local institutions whenever possible in implementing the program.

C.2 Cost Share

USAID does not require cost sharing under this NOFO. Nonetheless, USAID recognizes that cost sharing may be an important element of the USAID-Recipient relationship. Accordingly, USAID welcomes Applicants who will pledge their own resources towards the activities for which they seek USAID funding.

If a cost share application is accepted and made part of an award, contributions must be supported by adequate documentation, be allowable under the applicable cost principles and meet the criteria set forth in 2 CFR 200.306. In-kind contributions are allowable as cost sharing in accordance with 2 CFR 200.306. Cost sharing contributions may include volunteer services provided by professional and technical personnel; valuation of donated supplies, equipment, and other property; and, use of unrecovered indirect costs.

Funds that are paid by the Federal Government through another source may **not** be used by an organization in cost share calculations (see 2 CFR 200.306). Cost share contributions must be reported on a periodic basis on payment forms, and USAID has the right to reduce its share of funding if the cost share reported is less than the agreed upon percentage or amount contained in the award. Grantees should be prepared to distinguish in their reporting the outputs and outcomes that result from cost share contributions versus USAID monies. If a difference remains after an award has expired, the Recipient may be required to refund the difference.

USAID does not apply its source and nationality requirements or the restricted goods provision established in the Standard Provision "USAID Eligibility Rules for Goods and Services" to cost sharing contributions. The AO may authorize the Recipient to attribute cost sharing contributions from sub-recipients to the prime award.

C.3 Risk Assessment

In order for an award to be made, the USAID Agreement Officer must evaluate the risks posed by Applicants as outlined in 2 CFR 200.205 and ADS 303.3.9. This means that the Applicant must possess, or must have the ability to obtain, the necessary management and technical competence to conduct the proposed program, and must agree to practice mutually agreed-upon methods of accountability for funds and other assets provided or funded by USAID.

In evaluating the risks posed by Applicants, USAID uses a risk-based approach and may consider:

1. Financial stability;
2. Quality of management systems and ability to meet the management standards prescribed in this part;
3. History of performance. The Applicant's record in managing Federal awards, if it is a prior Recipient of Federal awards, including timeliness of compliance with applicable reporting requirements, conformance to the terms and conditions of previous Federal awards, and if applicable, the extent to which any previously awarded amounts will be expended prior to future awards;
4. Reports and findings from audits performed;
5. The Applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities; and
6. That the Applicant is otherwise qualified to receive an award under applicable laws and regulations (e.g., Nondiscrimination, Lobbying, Debarment/Suspension, Terrorist Financing, etc.). In the absence of a positive risk assessment, an award can ordinarily not be made. Awards to potential new Recipients may be significantly delayed if USAID must undertake necessary pre- award reviews of these organizations to make an adequate risk assessment. These organizations should take this into account and plan their implementation dates and activities accordingly.

C.4 Number of Applications

Each organization may submit only one application per organization or on behalf of any collaboration arrangement, i.e. partnership or consortium of multiple organizations, under this NOFO. In the instance of a consortium, see Section D5.

[END OF SECTION C]

SECTION D: APPLICATION AND SUBMISSION INFORMATION

D.1 Questions, Answers and Clarifications:

a. POC:

Ms. Linda Maher **Senior Acquisition Specialist** **Office of Contracts Management** **USAID/West Bank & Gaza** **e-mail: LMAHER@usaid.gov**	**Ms. Reine Joubran** **Acquisition Supervisor** **Office of Contracts Management** **USAID/West Bank & Gaza** **e-mail: RJOUBRAN@usaid.gov**

b. Questions and Answers:

All questions regarding this NOFO should be submitted in writing to WBGEnvGazaSub@usaid.gov

Questions regarding this NOFO should be submitted by email no later than the date specified in the cover page, before 4:00 PM Local Time, Jerusalem to provide sufficient time to address the questions and incorporate the questions and answers as an amendment to this solicitation. Any information given to a prospective Applicant concerning this NOFO will be furnished promptly to all other prospective Applicants as an amendment to this NOFO, if that information is necessary in submitting applications or if the lack of it would be prejudicial to any other prospective Applicant.

D.2 Content and Form of Application Submitted:

Each Applicant shall furnish the information required by this NOFO. Applications shall be submitted in two separate parts: (a) Technical Application, and (b) Cost/Business Application.

Only electronically (by email) submitted applications will be accepted. No hard copy or fax applications will be accepted. Applications should be emailed to: WBGEnvGazaSub@usaid.gov

If Applicant experience difficulties with submission; please contact the POC for this NOFO Ms. Linda Maher at the e-mail address specified above.

All applications received by the deadline will be reviewed for responsiveness to the specifications outlined in these guidelines and the application format. Applications which are submitted late or are incomplete run the risk of not being considered in the review process. To facilitate the competitive review of the applications, USAID will consider only applications conforming to the format prescribed below. Applicants are expected to review, understand, and comply with all aspects of the NOFO.

Applications must take into account the merit review criteria provided in Section E and must include the Representations and Certifications provided in the NOFO. In the event

Representations and Certifications are not submitted with the Application, they must be completed before final award is made.

Applicants 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 purpose, should mark the title page with the following legend:

"This application 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 application. If, however, a grant is awarded to this Applicant 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 grant. This restriction does not limit the U.S. 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". Mark each sheet of data it wished 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 application."

Applicants should retain for their records one (1) copy of the application and all enclosures which accompany it.

D.3 Application Submission Procedures

Applications shall be submitted with the name and address of the Applicant and the NOFO number (referenced above) inscribed thereon, via e-mail to WBGEnvGazaSub@usaid.gov . For electronic submissions, your organization must ensure that the applications are received at USAID/West Bank and Gaza in their entirety. No addition or modifications will be accepted after the submission date. E-mail attachments should be compatible with MS Word, PDF (Adobe Acrobat with Optical Character Recognition) and/or Microsoft Excel with **25 MB limit** per e-mail. Please convert your documents to one of these formats before sending them to USAID/West Bank and Gaza, or provide scanned copies of pages if they include signatures or forms. USAID/West Bank and Gaza cannot accept zip files, as they will be blocked by USAID's firewall.

In addition to the aforementioned guidelines, the Applicants are requested to take note of the following:

1. After you have sent your applications electronically, please immediately check your own email to confirm that the attachments you intended to send were indeed sent. If you discover an error in your transmission, please send the material again and note in the subject line of the email or indicate in the file name if submitted via grants.gov that it is a "corrected" submission. Please do not send the same email more than once unless there has been a change, and if so, please note that it is a "corrected" email.

2. If you send your application by multiple emails, please indicate in the subject line of the email whether the email relates to the technical or cost application, and the desired sequence of multiple emails (if more than one is sent) and of attachments (e.g. "No. 1 of 4", etc.). For example, if your cost application is being sent in two emails, the first email should have a subject line which says: "[organization name], Cost Application, Part 1 of 2".

3. Applicants shall request a receipt confirmation to ensure that the application was received to the correct e-mail address.

USAID's preference is that the technical application and the cost application be submitted as single email attachments, e.g. that you consolidate the various parts of a technical application into a single document before sending them. If this is not possible, please provide instructions on how to collate the attachments. USAID will not be responsible for errors in compiling electronic applications if no instructions are provided or are unclear. All applications received by the submission deadline will be reviewed for responsiveness to the NOFO and the application format. No addition or modifications will be accepted after the submission date.

D.4 Technical Application Format

The technical application will be the most important factor for consideration in selection for award of the proposed Cooperative Agreement. The technical application should be specific, complete and presented concisely. The application should demonstrate the Applicant's capabilities and expertise with respect to achieving the goals of this program. The application should take into account the requirements of the program and evaluation criteria found in this NOFO.

The Technical Application must be in **English** and must be no more than 25 pages, in Times New Roman 12pt., compatible MS Word, PDF (Adobe Acrobat with Optical Character Recognition) and with budgets as text accessible, Excel spreadsheets that show all corresponding formulas and calculations. In case of any conflicts between the MS Word and PDF versions of the application, the PDF version will govern as it will be the version presented to the Technical Evaluation Panel. **Applicants are advised that any pages exceeding any of the prescribed limits below shall not be considered for evaluation.**

Additionally, a listing of required appendices is included below. Appendices do not have a page limit, however, ONLY information listed in section "i. Appendices" is allowed and will be reviewed. Longer applications will be considered non-responsive and will not be reviewed. Detailed information should be presented only when required by specific NOFO instructions.

The technical application shall include the following sections:

a. Cover Page

The Cover Page should include the following:

a. Program title;

b. Notice of Funding Opportunity reference number;
c. Name of organization (s) applying for the agreement;
d. Any partnerships; and
e. Contact person, telephone number, fax number, address, and types name(s) and title(s) of person(s) who prepared the application, and corresponding signatures.

b. **Table of contents** that follows the technical application format outlined herein.

c. **Executive Summary**

1. Briefly describe the organization, including goal(s), purpose(s), target beneficiaries, anticipated results and outcomes;
2. Briefly describe the relationship and/or coordination of the proposed parties involved with implementation of the program.

d. **Technical Approach**

1) The application must demonstrate the Applicant's understanding of the local context, technical requirements and development issues that the program aims to address; challenges, risks and opportunities related to achieving the objectives outlined in this program description; and awareness of the roles of key stakeholders in implementation of the program. The application should **present a vision for the future of Gaza's vulnerable populations**, and how this program will help to achieve that vision, as well as USAID goals and objectives.

2) The application must demonstrate the Applicant's ability to pivot the program as described in the Program Description and to respond to dynamic changes that may occur in the Gaza landscape that could impact program implementation while maintaining its effectiveness and efficiency.

3) The application shall, at a minimum, provide a full description of the proposed approach that spells out a credible strategy for achieving, or exceeding the objectives outlined in the program description. Applicants will thoughtfully assess the Program Description and propose solutions that take into account the constraints of working in Gaza during times of crisis and in periods of recovery. In addition, the Applicant will discuss how the program will be sustainable after USAID assistance is concluded. Applicants will succinctly describe any criteria used to select priority areas for technical activities and any criteria that will be used to select sub-grant recipients. Substantive attention to gender should be integrated into the proposed approach.

4) Applicants are expected to submit an illustrative first year work plan and a Gantt chart of illustrative activities for the first year of project implementation that corresponds to the technical approach being proposed.

5) Applicants are expected to submit an illustrative Monitoring and Evaluation (M&E) plan in which they will conduct cost-effective and results-oriented monitoring that will provide USAID/WBG and the program itself information to track progress, improve performance and effectiveness, as well as inform planning and management decisions.

The draft M&E shall demonstrate how activities will have an integrated, gender aware approach. The draft M&E shall include a description of the methodology for gathering and analysing baseline data and for gathering outcome data or impact/results during each year of program implementation (including any innovative technology to be used in data collection). The draft M&E shall identify the specific indicators used to measure output, outcome and impact.

6) It is the Applicant's responsibility to ensure that all costs associated with the implementation of the M&E are included in the Cost application.

e. **Staffing Plan and Key Personnel**

1) The Applicant shall propose well-qualified key personnel who will be responsible for managing and carrying out the program. The Applicant must describe the individual's previous qualifications, experience and capabilities, which demonstrate his/her capacity to carry out the proposed program.

2) Applicants are required to include curriculum vitae (CVs) of the Key Personnel implementing the project as part of an Appendix (See below) to the application. The Applicant shall include a brief summary for each of the key personnel, including the extent and nature of their experience in facilitating similar projects. Please see Section A.1.e. of this NOFO for Key Personnel responsibilities. The total number of key positions will be Five (5) positions.

3) Applicants are expected to identify known non-key personnel; non-key position candidates will not be evaluated. The Applicant shall clearly identify the roles and responsibilities of the Key Personnel positions, and provide a detailed explanation regarding how the education, capabilities, and experience of proposed Key Personnel will effectively contribute to a successful implementation of the program and achievement of the Program's objectives. Applicants shall also submit three (3) references, with complete contact information (including e-mail addresses), for each proposed Key Personnel candidate.

4) Applicants shall also submit a staffing plan that should list all proposed positions under the program, and whether the position is full-time, part-time, or intermittent, the position location, and the planned person months or days each position will devote to the program.

f. **Institutional Experience and Management Plan**

i) Institutional Experience

Applicants must demonstrate technical and managerial expertise that directly benefits the technical approach and reflect comparative advantages to implementing the proposed approach. Information in this section should include (but is not limited to) the following:

1) Brief description of organizational history/expertise;
2) Pertinent experience and representative accomplishments in developing and implementing programs of the type required under the proposed NOFO;
3) Relevant experience with proposed approach;

4) Institutional strength as represented by breadth and depth of experienced personnel in project relevant disciplines/areas and by linkages with relevant partners, networks, or organizations working in Gaza;

Similar information should be provided for every partner organization that would represent 25% or more of the total proposed project cost.

ii) Management Plan

Applicants shall also propose a management plan and describe how the proposed structure will contribute towards achieving the objectives and results described in their proposed Technical Application. Delineation of roles, responsibilities, authority, and processes for decision making within Applicant's in-country team and between the home office and the field must be spelled out clearly. The plan shall demonstrate how the Applicant will efficiently and effectively use the human, technical, and organizational resources at hand to accomplish their proposed program. It should also identify potential challenges in the management of the project and recommend ways to overcome those challenges.

Applicants should strive to use local expertise to the maximum extent possible. The management plan should also demonstrate understanding of the necessity of local partnerships and coordination with leading local NGOs, other projects and stakeholders. The Applicant should describe how the project will coordinate with other projects and stakeholders to ensure complementarity of activities and avoidance of duplications.

g. **Past Performance**

Applicants shall describe all programs in which the primary Applicant (as well as any partners substantially involved in implementation i.e. receiving 25% or more of the total proposed project cost) implemented similar programs over the past three (3) years.

Detailed and specific past performance information should be provided as explained below under “Appendix A” – Relevant Past Performance Information. The Applicant should address any relevant performance issues related to past performance.

USAID may contact references and use the past performance data regarding the organization, along with other information to determine the Applicant’s past performance. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources inside or outside the Government.

h. **Appendices**

Appendices shall include and be limited to ONLY the following (Appendices are separate documents from the 25 page Technical Application page limitation):

1. Appendix A - Relevant Past Performance Information

Applicants must provide evidence of relevant past performance and clearly describe examples of successful development and implementation of programs similar to what is required under this NOFO. Applicants must submit a list of the five most recent U.S. Government or other donor funded contracts, grants, cooperative agreements, etc. Include the following for each award:

- Name of awarding organization or agency;
- Address of awarding organization or agency;
- Place of performance of services or program;
- Award number;
- Amount of award;
- Period of Performance (begin and end dates of services/program);
- Name, current telephone number, current fax number, and email address (if one is available) of a responsible technical representative (project officer, activity manager or other contact person) of that organization or agency; and
- Brief description of the program.

Similar information should be provided for every partner organization that would represent 25% or more of the total proposed project cost.

2. Appendix B - Resumes for Key Personnel

This section should include resumes for all Key Personnel candidates. Each resume may not exceed three (3) pages in length and shall be in chronological order starting with most recent experience. Each resume for the proposed Key Personnel positions shall be accompanied by a signed Letter of Commitment from each candidate indicating his/her: (a) availability to serve in the stated position, in terms of days after award; (b) intention to serve for a stated term of the service; and (c) agreement to the compensation levels which correspond to the levels set forth in the cost application.

3. Appendix C – An illustrative life of program work plan and Gantt chart of first year activities

4. Appendix D - An illustrative Monitoring and Evaluation (M&E) Plan

5. Appendix E – Staffing Plan

D.5 Cost Application Format

The Applicant must sign and submit the cost application Standard Form Number SF-424 and SF-424A. Standard Forms can be accessed electronically at Grants.gov.

The Cost or Business Application is to be submitted under a separate cover from the Technical Application. The Cost/Business Application is also to be submitted in Excel 2010 or compatible format. The Applicant is requested to submit a budget broken down by program years with an accompanying detailed budget narrative (in Word 2010 or compatible) which provides in detail the total costs for implementation of the program as further detailed below.

Certain documents are required to be submitted by an Applicant in order for the Agreement Officer to make a determination of responsibility. However, it is USAID policy not to burden Applicants with undue reporting requirements if that information is readily available through other sources. There is no page limit on the Cost Application. However, unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective application in response to this NOFO are not desired. Elaborate art work, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor wanted.

If the Applicant has established a consortium or another legal relationship among its partners, the Cost/Business application must include a copy of the legal relationship between the parties. The agreement should include a full discussion of the relationship between the Applicant and Sub-Applicant(s) including identification of the Applicant with which USAID will treat for purposes of Agreement administration, identity of the Applicant which will have accounting responsibility, how Agreement effort will be allocated and the express agreement of the principals thereto to be held jointly and severely liable for the acts or omissions of the other.

The following sections describe the documentation that Applicants for an assistance award must submit to USAID/West Bank and Gaza as part of the cost application. While there is no page limit for this portion, Applicants are encouraged to be as concise as possible, but still provide the necessary details to address the following:

a. The budget must have an accompanying detailed budget narrative and justification that provides in detail the total program amount for implementation of the program your organization is proposing. The budget narrative should provide information regarding the basis of estimate for each line item, including reference to sources used to substantiate the cost estimate (e.g. organization's policy, payroll document, vendor quotes, etc.).

b. A budget for each program year with an accompanying detailed budget narrative which provides in detail the total costs for implementation of the program. The budget must be submitted using Standard Form 424 which can be downloaded from the following web site at: http://www.grants.gov/web/grants/forms/sf-424-family.html#sortby=1 .

c. A breakdown of all costs associated with the program according to the costs of, if applicable, headquarters, regional and/or country offices.

d. The Applicant must submit a Negotiated Indirect Cost Rate Agreement NICRA if the organization has such an agreement with an agency or department of the U.S. Government. If the Applicant does not have a NICRA the Applicant must submit the following:

    Reviewed Financial Statements Report: A report issued by a Certified Public Account (CPA) documenting the review of the financial statements was performed in accordance with Statements on Standards for Accounting and Review Services, and an acknowledgment 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 Applicant must also state the he or she is not aware of any material modifications that should be made to the financial statements; or

Audited Financial Statements Report: An auditor issued report documenting that the audit was conducted in accordance with Generally Accepted Auditing Standards (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.

e. Cost Share (if used): The Applicant should estimate the amount of cost-sharing resources to be mobilized over the life of the Agreement and specify the sources of such resources, and the basis of calculation in the budget narrative. Applicants should also provide a breakdown of the cost share (financial and in-kind contributions) of all organizations involved in implementing the resulting Cooperative Agreement.

f. The cost application must outline the roles and responsibilities of project staff vis-à-vis budgeting, monitoring, and reporting on the financial status of the program. How the program will track costs incurred, including costs for labor, equipment, supplies, and facilities must also be described. Applicants who intend to utilize sub-contractors or sub-recipients should indicate the extent intended and a complete cost breakdown. Extensive contracts/agreement financial plans should follow the same cost format as submitted by the primary Applicant. A breakdown of all costs according to each partner organization, sub-contract or sub/awardee involved in the program should be provided as well.

g. The cost/business application should contain the budget categories as shown on the SF-424A form:

Direct Labor: Direct salaries, wages and annual increases for all personnel proposed under the application shall be in accordance with the Applicant's established personnel policies. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, is subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles. The narrative should include a level of effort analysis specifying personnel, rate of compensation, and amount of time proposed. Anticipated salary increases during the period of the agreement should be included. **Note: See also Section F.7.14.**

Allowances must be broken down by specific type and by person and must be in accordance with the Applicant's established policies.

Fringe Benefits: Fringe benefits should be based on the Applicant's audited fringe benefit rate, supported by a Negotiated Indirect Cost Rate Agreement (NICRA) or historical cost data. If the latter is used, the budget narrative should 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.

Supplies and Equipment: Differentiate between expendable supplies and nonexpendable equipment. (NOTE: Equipment is defined as tangible nonexpendable personal property including exempt property charged directly to the award having a useful life of more than one year and an acquisition cost of $5,000 or more per unit, unless the Applicant's established policy establishes nonexpendable equipment anticipated to be required to implement the program, specifying quantities and unit cost).

Travel and Per Diem: The narrative should indicate number of trips, domestic and international, and the estimated unit cost of each travel in accordance with the Technical Application. Proposed per diem rates must be in accordance with the Applicant’s established policies and practices that are uniformly applied to federally-financed and other activities of the Applicant.

Other Direct Costs: This could include any miscellaneous costs such as office rent and utilities, communications, transportations, supplies, public outreach, sub-awards and Partner Contracted Audit (PCA) costs, other audits, report preparation costs, passports, visas, medical exams and inoculations, insurance (other than the Applicant's normal coverage), etc. The narrative, or supporting schedule, should provide a complete breakdown and support for each item of other direct costs.

Partner Contracted Audit (PCA): Applicants should also allocate an estimated of $10,000 per year to cover the expenditures related to the implementation of the Partner Contracted Audit (PCA) program as further elaborated on in Section F.6.X “USAID/West Bank and Gaza Mission Partner Contracted Audit Program (PCA)”.

h. **Proposed Sub-awards (contracts/grants) (if any):** Applicants who intend to utilize subawardees who will be substantially involved in implementation (i.e. receiving 25% or more of the total proposed project cost), should indicate the extent intended and a complete cost breakdown, as well as all the information required herein for the Applicant. **Subawards cost applications should follow the same cost format as submitted by the Applicant.**

i. Organizational Information: Applicants are also required to provide the following organizational information (If applicable):

- Type of Organization;
- The name and title of individuals authorized to sign the Cooperative Agreement;
- Taxpayer Identification Number (TIN), if applicable;
- System for Award Management (SAM) registration status;
- Data Universal Numbering System (DUNS) Number;

- Letter of Credit (LOC) Number, if applicable; and
- Estimated costs of communications products that are anticipated under the Cooperative Agreement.

j. Applicants when requested should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

  - Has adequate financial resources or the ability to obtain such resources as required during the performance of the award;
  - Has the ability to comply with the award conditions, taking into account all existing and currently prospective commitments of the Applicant, nongovernmental and governmental;
  - Has a satisfactory record of performance. Past relevant unsatisfactory performance is ordinarily sufficient to justify a finding of non-responsibility, unless there is clear evidence of subsequent satisfactory performance;
  - Has a satisfactory record of integrity and business ethics; and
  - Is otherwise qualified and eligible to receive a Cooperative Agreement under applicable laws and regulations (e.g., EEO).

k. Applicants that have never received a grant, cooperative agreement or contract from the U.S. Government are required to submit a copy of their accounting manual.

l. Certificate of Compliance: Please submit a copy of your Certificate of Compliance if your organization's systems have been certified by USAID/Washington's Office of Acquisition and Assistance (M/OAA).

m. The Applicant shall complete the certifications in Section D.7. Required Certifications and sign and date in the signature space provided. The signed and dated printout must then be submitted with the application as an annex to the cost application. Original signed hardcopy of the certifications will be requested from the successful Applicant prior to the agreement award.

D.6 Potential Request for Additional Documentation

Upon consideration for award or during the negotiations leading to an award, Applicants may be required to submit additional documentation deemed necessary for the Agreement Officer to make an affirmative determination of responsibility.

IMPORTANT NOTE
Applicants should **not** submit the information below with their applications! The guidance in this section is provided so that Applicants may become familiar with additional documentation that **may** be requested by the Agreement Officer at a later stage:

Prior to award, the successful Applicant should submit any additional evidence of responsibility deemed necessary for the Agreement Officer to make a determination of responsibility. The information submitted should substantiate that the Applicant:

- Audited financial statements for the past three years that have been audited by a certified public accountant or other auditor satisfactory to USAID.

- Bylaws, constitution, and articles of incorporation, if applicable.

- Copies of organizational travel, procurement, financial management, accounting manual and personnel policies and procedures, especially regarding salary, promotion, leave, differentials, etc., and indicate whether such policies and procedures have been reviewed and approved by any agency of the Federal Government. If so, provide the name, address, and phone number of the cognizant reviewing official.

D.7 Required Certifications

In addition to the certifications in included in the Standard Form 424, Applicants are requested to note that in accordance with ADS 303.3.8 USAID will require the submission of the following certifications prior to award:

a. A signed copy of Certifications and Assurances that can be found at https://www.usaid.gov/sites/default/files/documents/1868/303mav.pdf which includes:

   1. **Assurance of Compliance with Laws and Regulations Governing Nondiscrimination in Federally Assisted Programs** (This assurance applies to Non-U.S. organizations, if any part of the program will be undertaken in the U.S.);
   2. **Restrictions on Lobbying** (**2 CFR 200.450**);
   3. **Prohibition on Assistance to Drug Traffickers** (**ADS 206**); and
   4. **Certification Regarding Terrorist Funding** (**AAPD 04-14**).

b. Other certifications and statements found in the link above:

   1. The **Survey on Ensuring Equal Opportunity for Applicants**;
   2. A Data Universal Numbering System (DUNS) number (See **Use of a Universal Identifier by Grant Applicants** for background information.)**;**
   3. A signed copy of **Key Individual Certification Narcotics Offenses and Drug Trafficking,** (**ADS 206.3.10**) when applicable;
   4. A signed copy of **Participant Certification Narcotics Offenses and Drug Trafficking** (**ADS 206.3.10**) when applicable.
   5. Prohibition on Providing Federal Assistance to Entities that Require Certain Internal Confidentiality Agreements- Representation.
   6. **Anti-Terrorism Certification** - Mission Order No. 21, “Anti-Terrorism Procedures”.

D.8 Special Award Consideration

a. Recipient Security

SECURITY CONDITIONS

The Recipient must be aware of security conditions in the West Bank and Gaza, and by entering into an award with USAID, assumes full responsibility for the safety of its employees. Prior to commencing work, the Recipient shall ensure that it has adequate procedures in place to advise its employees of situations or changed conditions that could adversely affect their security. In order to keep abreast of security conditions in the region, the Recipient shall seek information from all available sources for all areas in which its employees work or travel.

The Recipient acknowledges that security conditions are subject to change at any moment, that the U.S. Government cannot guarantee the accuracy of any information that it may provide to the Recipient and that USAID assumes no responsibility for the reliability of such information. The Recipient has the sole responsibility for managing all travel plans identified in the award's approved budget for its employees and/or their dependents traveling to post if allowed by the Recipient's personnel internal policies.

For operations performed in Gaza, the Recipient will also be responsible for registering its U.S. citizens with the Jerusalem American Consulate's American Citizen Services via the State Department's Smart Traveler Enrollment Program (STEP) and immediately notifying USAID West Bank and Gaza and the American Citizen Services section in the event a U.S. citizen employee does not return from travel as expected or does not report to work.

In the event that USAID requests the Recipient to do so, the Recipient's Chief of Party (COP)/ Country Director/ Project Manager shall assume responsibility for contacting all of its employees. The Recipient shall provide to USAID the name, current address, and current home and/or cellular telephone number of the COP and of an alternate designated employee. The Recipient will be responsible for ensuring that the information on file in the USAID West Bank Gaza's Partner Contact List is up-to-date so that in the event of an emergency, the COP or alternate representative can be reached immediately and s/he can rapidly contact all other affected employees.

Upon award, the Recipient is required to submit a list of all personnel located in Gaza who are involved in the implementation of the project, including subcontractor/subagreement's personnel. The required list shall be submitted to the AOR no later than 30 days after the start date of the Agreement and must be updated annually after the start date of the Agreement and/or if a change of personnel happens.

SECURITY PROTOCOL

The Recipient shall develop a security plan to include procedures and language specific to operations in Gaza to safeguard all project operations and to comply with all United States

Government regulations and local law. The plan is to be implemented and maintained also by all subcontractors (and/or sub-grantees). The plan should include the name and contact information of security contact person for the head office and regional office(s).

LIFE SUPPORT AND SECURITY SERVICES

The Recipient will be responsible for maintaining the security of its personnel, materials and equipment. All employees of the Recipient must meet the requirements of their work-site, which may include, but not limited to background checks, security/restricted area clearances, drug-free workplace, safety training and/or any other company safety and security requirements.

The Applicant will provide for the costs associated with its security plan and budget for security costs as part of its application. The budget shall delineate and justify the reasonableness of all costs. The Applicant shall provide a coherent, overall integrated security plan that demonstrates that the Applicant has undertaken a thoughtful review of their security needs and includes analyses of the elements of an appropriate security system.

b. Due to the extremely fluid nature of the operational environment in the West Bank and Gaza, it is expected that the Recipient of the award will remain in close contact and collaboration with the AOR and other appropriate USAID Officers. This collaborative involvement will address informational needs such as analyses, evaluations, assessments, and responses to public information requests in order to maintain flexibility for program success.

c. Dissemination of any press releases or success stories is subject to the AOR's written approval.

D.9 DUN and Bradstreet and SAM.gov Requirements

USAID may not award to an Applicant until the Applicant has complied with all applicable unique entity identifier and SAM requirements. Each Applicant is required to:

(i) Be registered in SAM before submitting its application. SAM is streamlining processes, eliminating the need to enter the same data multiple times, and consolidating hosting to make the process of doing business with the government more efficient.;

(ii) Provide a valid unique entity identifier in its application; and

(iii) Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

It is the Applicant's responsibility to ensure that all necessary documentation is complete and received on time.

D.10 Funding Restrictions

Pursuant to 2 CFR 200.400(g) and 2 CFR 700.13, it is USAID policy not to award profit under assistance instruments. However, all reasonable, allowable and allocable expenses, both direct and indirect, which are related to the Agreement program and are in accordance with applicable cost standards (2 CFR 200, 2 CFR 700, Relevant OMB Circulars, and the Federal Acquisition Regulation (FAR) Part 31 for for-profit organizations), may be paid under the Agreement.

D.11 Responsibility Determination

The successful Applicant must be a responsible entity. The AO may determine a Pre-Award Survey is required and if so, would establish a formal survey team to conduct an examination that will determine whether the prospective Recipient has the necessary organization, experience, accounting and operational controls, and technical skills – or ability to obtain them – in order to achieve the objectives of the program and comply with the terms and conditions of the award.

Applicants must have established financial management, monitoring and evaluation, internal control systems, and policies and procedures that comply with established U.S. Government standards, laws, and regulations. The successful Applicant(s) will be subject to a responsibility determination assessment (Pre-award Survey) by the Agreement Officer (AO).

[END OF SECTION D]

SECTION E. – APPLICATION REVIEW INFORMATION

E.1 Technical Evaluation

Technical applications will be evaluated in accordance with the Technical Evaluation Criteria set forth below. Thereafter, the Cost Application of all Applicants submitting a technically acceptable application will be evaluated for reasonableness, allowability, and allocability. While technical criteria are paramount, cost considerations may be a factor for award.

The technical application should be directly responsive to the terms, conditions, guidelines and provisions of this NOFO to be assured for consideration. Applications not conforming to this NOFO may be categorized as not meeting the minimum requirements of the Government, thereby eliminating them from further consideration.

The technical application must set forth in detail the conceptual approach, methodology, and techniques for accomplishment of the stated program objectives. The application must define results and benchmarks for monitoring progress in achieving the results.

Applicants are reminded that the U.S. Government is not obligated to make an award on the basis of lowest proposed cost or to the Applicant with the highest technical evaluation score. The Agreement Officer will make award to the Applicant whose application is judged to be the most advantageous in accomplishing USAID’s foreign assistance objectives.

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SEE CONTINUATION PAGE

USAID will conduct a merit review of all applications received that complies with the instructions in this NOFO. Applications will be reviewed and evaluated in accordance with the following criteria:

Technical Approach (Maximum points =35) The extent to which the proposed technical approach and Monitoring and Evaluation (M&E) plan demonstrate a clear understanding of the objectives of the program and a convincing result oriented approach to achieve them. This includes whether the application reflects a competent understanding of the relevant challenges, needs, and opportunities involved in working with NGOs to create a path for vulnerable populations in Gaza to become more sustainable and self-reliant.
Institutional Experience and Management Plan(Maximum points = 30) Extent to which the Applicant's institutional experience including the proposed management plan convincingly demonstrates the ability to effectively implement this program, particularly working in the West Bank and Gaza. This will also include a review of the organizational history/expertise, pertinent experience and representative accomplishments in developing and implementing programs of the type required under the proposed NOFO, and relevant experience with the proposed technical approach and relevant partners/networks. Such information will be similarly evaluated for each partner organization that would represent 25% or more of the total proposed project cost.
Staffing Plan and Key Personnel (Maximum points = 25) Extent to which the proposed staffing plan including the proposed Key Personnel convincingly demonstrate the ability to successfully and effectively implement the proposed program. This will also include the extent to which the key personnel have relevant qualifications, skills and experience that meet or exceed the requirements and whether the staffing plan articulates clear roles and responsibilities for personnel with defined lines of management and oversight.
Past performance (Maximum points = 10) Extent to which the Applicant and its teaming organizations, if any, demonstrate successful Past Performance in achieving results on similar programs.

E.2 Cost Evaluation

Cost has not been assigned a weight; however, the cost applications of the most highly ranked technical applications will be evaluated for cost effectiveness including the level of proposed cost share. Other considerations are the completeness of the application, adequacy of budget detail and consistency with elements of the technical application. In addition, the Applicant must demonstrate adequate financial management capability, to be measured for a responsibility determination.

Prospective Applicants are forewarned that an application with the lowest estimated cost may not be selected if award to a higher priced application affords the government a greater overall benefit. All evaluation factors other than cost or price, when combined, are significantly more important than cost. However, estimated cost is an important factor and the estimated cost to the Government increases in importance as competing applications approach equivalence and may become the deciding factor when technical applications are approximately equivalent in merit.

Cost estimates will be analyzed as part of the application evaluation process. Proposed costs may be adjusted, for purposes of evaluation, based on results of the cost analysis and its assessment of reasonableness, completeness, and credibility.

[END OF SECTION E]

SECTION F: AWARD AND ADMINISTRATION INFORMATION

F.1 Federal Award Notices

Award of the agreement contemplated by this NOFO cannot be made until funds have been appropriated, allocated and committed through internal USAID procedures. While USAID anticipates that these procedures will be successfully completed, potential Applicants are hereby notified of these requirements and conditions for the award. The Agreement Officer is the only individual who may legally commit the Government to the expenditure of public funds. No costs chargeable to the proposed Agreement may be incurred before receipt of either a fully executed Agreement or a specific, written authorization from the Agreement Officer.

F.2 Administrative and National Policy Requirements

Following selection for award, a Recipient will receive an electronic copy of the notice of award signed by the Agreement Officer which serves as the authorizing document. USAID will issue the award to the contacts specified by the Applicant in its application documents and/or the Authorized Individuals submitted by the Applicant.

2 CFR 700, 2 CFR 200, applicable OMB Circulars (i.e., A-21 for Universities or A-122 for Non-Profit Organizations, and A-133), ADS 303 and Standard Provisions for U.S. and Non-US Non-governmental Organizations are applicable. Resulting awards to U.S. Non-government Organizations will be administered in accordance with Chapter 303 of USAID's Automated Directives System (ADS 303), 2 CFR 200, and Standard Provisions for Non-Governmental Organizations. Please see the following links for additional information:

a. 2 CFR 200 is available at: http://www.ecfr.gov/cgi-bin/text-idx?SID=4618c0af9d426c384633f004108f51c4&mc=true&node=pt2.1.200&rgn=div5
b. OMB Circulars are available at: https://www.whitehouse.gov/omb/circulars_default
c. Provisions for U.S. Non-Governmental Organizations are available at:
d. https://www.usaid.gov/sites/default/files/documents/1868/303maa.pdf
e. Standard Provisions for Non-U.S. Non-Governmental Organizations are available at: https://www.usaid.gov/sites/default/files/documents/1868/303mab.pdf
f. ADS 308 is available at: https://www.usaid.gov/sites/default/files/documents/1868/303.pdf
g. Potential for-profit Applicants should note that USAID policy prohibits the payment of fee/profit to the prime Recipient under grants and Cooperative Agreements. However, if a prime Recipient has a subcontract with a for-profit organization for the acquisition of goods or services (i.e., if a buyer-seller relationship is created), fee/profit for the subcontractor is authorized.

h. The USAID Inspector-General's "Guidelines for Financial Audits Contracted by Foreign Recipients" is available at: http://www.usaid.gov/sites/default/files/documents/1868/591maa.pdf

F.3 Reporting Requirements

F.3.1 Financial Reporting

Financial Reports shall be submitted in accordance with 2 CFR 200.327. Reporting requirements, such as the format, number of copies, information to be included, due dates and distribution will be developed in consultation with the Agreement Officer Representative (AOR) after the issuance of the award.

F.3.2 Program Reporting

a) IMPLEMENTATION PLAN

Purpose: The implementation plan details how the Recipient will use this time effectively to achieve the award's objectives. The implementation plan serves as a detailed guide to program implementation and, once approved, represents an agreement as to the nature and timing of discreet tasks and interventions. Discreet tasks include training events, workshops and seminars, outreach events, and information dissemination activities such as publications and reports. It is essential that the document be concise so as to ensure that it will be a simple reference tool for the implementer to track progress against the approved implementation schedule, and for USAID to monitor and evaluate performance through the implementation plan year and to ensure that award objectives are accomplished on time, on budget, and in accordance with expectations. Each annual plan will form the basis for an annual management review conducted by USAID and program staff to assess program directions, priorities, achievements, and prior year implementation results, as well as management and implementation impediments, and to make recommendations for revisions, as appropriate.

Implementation Plan Standards: Implementation plans will identify a logical sequence of steps to be undertaken to implement each program component and must include an associated timetable. The Recipient may not include activities in the implementation plan that fall outside the parameters of the statement of work. The Recipient's annual implementation plan will describe how the Recipient intends to organize the year's work including setting Program priorities and how the Recipient will organize responsibilities amongst Recipient staff to ensure accomplishment of the tasks. The implementation plan will address how the Recipient will make effective use of any time during which counterparts are not readily accessible or actively engaged such as holidays.

The implementation plan, at a minimum, is to include:

1. A systematic presentation (i.e., Gantt chart) of activities to be accomplished under the different components and sub-components, on a monthly basis;
2. The proposed location of the activity;
3. The anticipated outputs and outcomes from each activity conducted;
4. The anticipated level of effort required from program technical staff and financial resources required to complete the tasks;

5. The identification of any assumptions used in preparing the implementation plan, as well as suggested alternatives if necessary;
6. The anticipated risks with regard to achieving the anticipated objectives of the program and how they will be mitigated; and
7. Any specific award terms or conditions that interfere with maximizing the developmental impact of the award.

Timing: Within 60 days following award, the Recipient shall submit the first annual implementation plan. Attached to the initial implementation plan, the Recipient will provide a Program Monitoring and Evaluation Plan (Program M&E Plan). USAID will provide written comments to the Recipient. The Recipient will revise and submit the revised implementation plan no later than 15 days after receipt of comments. If acceptable, the USAID Agreement Officer Representative (AOR) will provide a written approval of the final implementation plan to the Recipient. Failure to have an approved implementation plan in place may be viewed as a failure to comply with essential terms and conditions of the award. Significant revisions to the approved implementation plan will require the additional written approval of the AOR (and may require a revision to the approved Program M&E Plan).

Subsequent Annual Implementation plans: Subsequent annual implementation plans are due no later than 30 days before the end of each USG fiscal year (September 30th), to ensure that the new implementation plan will be in place prior to commencement of the new fiscal year. These plans will follow the same format as the initial implementation plan and should also include an updated Program M&E Plan, if appropriate. The subsequent annual implementation plan shall include program adjustments reflecting lessons learned from prior year implementation.

b) PROGRAM MONITORING AND EVALUATION PLAN (Program M&E Plan)

Purpose: The Recipient is required to have a Program M&E Plan capable of tracking and documenting progress against program components. The Program M&E Plan should cover the entire Program life cycle from the award date through the estimated completion date. The Program M&E Plan should reflect the award progress over the life of the Program and it is considered a critical tool for planning, managing, documenting, and evaluating performance. The Program M&E Plan should be reviewed and validated annually, and revised if appropriate.

The Program M&E Plan will include:

1. Program Briefer: and introduction about the program deliverables/results and explanation of various M&E parts of the document.
2. A Results Framework (RF) and simplified Foreign Assistance Framework that reflect the objectives described in the award;
3. The indicators that will be used to assess progress towards the Program goals and intermediate results;
4. Methodology and plan for data collection, review, analysis, reporting and internal control system, and the parties responsible for data collection and analysis. Indicators tracking table that includes all indicators with targets for various fiscal years, sex

disaggregation, and baseline data or the plan and timeline for gathering the baseline data;
5. The estimated cost associated with implementing this Program M&E Plan;
6. The Data Quality Assessment (DQA) plan and procedures; and
7. The Evaluation Plan and how the evaluation results will be used to inform Program implementation; and
8. A description of how gender considerations will be integrated into program implementation and the monitoring and evaluation.
9. Performance Indicators Reference Sheet (PIRS).

Timing: Within 60 days after award attached to the Implementation Plan.

c) QUARTERLY PERFORMANCE REPORTS:

Purpose: The Recipient will submit quarterly performance reports and financial allocation summaries to USAID to reflect progress and activities of the preceding quarter. The report shall describe the tasks completed in the last quarter relative to what was anticipated by the approved implementation plan, and will assess overall Program impact to date relative to the performance indicator targets.

The quarterly reports will highlight any issues or problems affecting the schedule or impact of services provided by the Recipient. The reports will include financial information on the expenses incurred, available funding for the remainder of the activity and any variances from planned expenditures. All data and output reporting will disaggregate data by gender.

Quarterly performance reports will present progress on all Program activities and will include the following information, at a minimum:

1. Brief outline of Program purpose and Program approach;
2. Overall status of Program progress towards Program objectives (narrative);
3. Status of overall Program progress per the approved indicators as defined in the Program M&E Plan ;
4. Summary of completed activities and progress towards results under this award during the timeframe of the report;
5. List of reports/deliverables completed in the reporting period;
6. Explanation of quantifiable outputs of the tasks, if appropriate and applicable;
7. Reasons why established targets were not met, if appropriate;
8. Description of any short-term consultants' progress and observations, identifying any significant issues, and a description of follow-on activities;
9. Status of budget expenditures and analysis of any cost overruns or high unit costs (the Recipient shall immediately notify USAID of developments that have a significant impact on award-supported activities);
10. Identification of problems, delays or adverse conditions that impair the ability to meet the objectives of the award, including a statement of the action taken or contemplated, and any assistance needed to resolve the situation;
11. List of major activities planned for the next quarter;
12. The use of Small and Disadvantaged Business relative to the target identified;

13. Any relevant constraints or impediments that have affected or will affect Program performance, including any terms and conditions contained in the award;
14. Programed USAID approvals, waivers or deviation requests anticipated during the next quarter;
15. An attachment with a list of Program M&E indicators from GeoMIS that reflect progress against the indicators.
16. Confirmation that TraiNet reporting requirements are up to date and that relevant activities and data have been entered in to Geo-MIS (a list of activities added or updated in Geo-MIS during the quarter should be attached); and
17. The status of required audit processes including for sub-awardees, if applicable.

Timing: Reports are to be submitted within 30 work days of the end of each USG Fiscal Year quarter (12/31, 3/31, 6/30, 9/30).

d) ANNUAL REPORTS

Purpose: The annual report will cover all of the items included in the quarterly reports, with a focus on Program results over the entire award year. The annual report will be used by USAID to assess the status of the Program in relation to the time remaining for performance. Each annual report will include an assessment as to whether the objective of the award will be accomplished within the remaining time and available resources.

In addition, the Recipient should include an assessment as to the effectiveness of the Program M&E Plan in measuring Program impact including:

1. The status of evaluation activities including the establishment of baseline data;
2. The appropriateness of the data collected to measure Program impact;
3. The identification of unanticipated challenges in the collection of evaluation data;
4. The appropriateness of the overall Program M&E Plan to measure impact and any proposed revisions thereto;
5. Practical or political factors that should be considered when analyzing the performance data; and
6. The effectiveness of the evaluation activities to inform programming.

Timing: The Recipient shall submit annual reports in lieu of the 4th quarterly report each year to the AOR and to the Agreement Officer. The annual report should be submitted no later than 30 days after the end of each year other than the last, when the final report will be submitted.

e) MOBILIZATION PLAN

The MP shall include a plan for a start-up of activities covering the first 90 days of the program. It shall also address benchmark technical, management, and logistical (such as vehicle, office space, etc.) requirements that include: planning and schedule for the prompt assignment of the Chief of Party (COP)/ Project Manager, other staff, and other key personnel.

Timing: The Recipient shall submit a Mobilization Plan (RMP) to the AOR for approval within 10 days following award.

f) DEMOBILIZATION PLAN

The Plan will include, at a minimum, an illustrative Property Disposition Plan addressing all requirements under contractual and local law for the transfer of property; a plan for the phase out of the award's operations; a delivery schedule for all reports or other deliverables required under the award; and a timeline for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the Agreement Officer. Both the illustrative and final Property Disposition Plans shall include the inventory schedule required by 2 CFR 200.313, a plan for the disposition of property to eligible parties and a timeline for the disposition of such property. In addition, the Recipient will describe how all required prime and sub-award audits will be conducted after the demobilization of the Recipient. The Demobilization Plan shall be approved in writing by the AOR.

Timing: Not less than four months prior to the completion date of the award, the Recipient shall submit a Demobilization Plan.

g) FINAL REPORT

The final report shall provide a summary description of all work performed under the award and a substantive discussion of results achieved (as measured by performance indicator). The final report should include the final status of each component objective, the status of indicators relative to the established targets, lessons learned, ways to resolve any constraints identified, any opportunities for further refinement, enhancement, logical extension, or expansion of the completed work and how it fits into USAID's strategic objectives and any perceived problems, vulnerabilities, or weaknesses in the assistance provided, with recommendations for addressing the identified weaknesses.

The final report shall also contain an index of all reports and informational products produced under this program. Along with the Final Report, a CD-ROM depository shall be submitted, containing all written documents, reports and presentations. The depository shall be organized in a user-friendly and searchable manner."

Timing: A draft final report shall be provided not less than sixty days prior to the end of the award period. USAID will provide written comments concerning the accuracy and completeness of the report to the Recipient. The Recipient will revise and submit the final report no later than 15 days after receipt of comments.

h) GEOGRAPHIC MANAGEMENT INFORMATION SYSTEM (Geo-MIS)

In support of USAID/WBG's Geo-MIS initiative, the Recipient will report and provide Geo-MIS related information on all USAID-funded activities.

a. An initial Geo-MIS report shall be submitted within 30 days from approval of the Implementation Plan with follow-on reports following every thirty (30) days (monthly) thereafter. Those monthly reports shall be submitted via e-mail to the AOTR and Geo-MIS manager; and include a summary of actions taken by the recipient in regard to data entry and updates in the Geo-MIS system over the internet, and a list of Geo-MIS activities added, updated or closed.

b. Recipient regular quarterly reports/annual reports shall include a section on Geo-MIS actions taken in that period as well as a list of activities added, updated or closed.

c. The Final Report will reflect that all activities have been fully Geo-MIS reported. Close out actions will not be concluded until such reporting has been completed. Geo-MIS reporting shall be submitted through the internet application available at your office via accessing the Mission Geo-MIS domain URL: www.usaidgiswbg.com

d. The Recipient is required to report activity related fields of data and list of output indicators on monthly basis, and program related fields/narratives, PMP indicators and OP indicators on quarterly basis.[14];

e. Details as to the reporting form and format are published at URL: www.usaidgiswbg.com. Registration for access to and questions regarding the use of the Geo-MIS web site and reporting are to be directed to USAID/WBG/PPDO and the AOTR. The AOTR will arrange for Geo-MIS training, lead the PMP development efforts and data quality assessments/verifications of Geo-MIS data.

f. The Recipient staff will be provided Geo-MIS training by USAID/WBG/PPDO, This training will be directed toward basic functions of the Geo-MIS and enabling the Recipient to report its work through the system and to use it as a Management Information System (MIS tool) including how to add/update and verify activities and program related info on a monthly and quarterly basis. The Recipient will appoint a member of its staff for training, as responsible for executing the Geo-MIS reports, to serve as liaison with USAID, and participate in GIS working groups.

F.3.3 Reporting Schedule

The following programmatic reporting requirements shall be made part of any award issued under this NOFO:

Type of Document/ Report	Due Date	Distribution
Implementation Plan	Within 60 days after award and every year thereafter as described in F.3.2(a) above.	AOR
Monitoring and Evaluation (M&E) Plan	Within 60 days after award attached to the Implementation Plan.	AOR
Quarterly Performance Reports	Within 30 work days of the end of each USG Fiscal Year quarter (12/31, 3/31, 6/30, 9/30)	AOR
Annual Performance	Should be submitted in lieu of the fourth	AOR and AO

14 PMP: Performance Management Plan; OP: Operational Plan.

Report	quarterly performance report	
Mobilization Plan	Within 10 days following award	AOR and AO
Demobilization Plan	Not less than four months prior to the completion date of the award	AOR and AO
Final Report	Draft final report is due not less than sixty days prior to the completion date of the award. Final report is no later than 15 days after receipt of USAID comments on the draft report.	AOR
Geographic Management Information System Reporting- Geo-MIS Reporting	30 days from approval of the implementation plan with follow on reports following every 30 days (monthly).	AOR and Geo-MIS Manager

F.4 Branding and Marking Requirements

Applicants are not required to submit a Branding and Marking plan with their applications. However, Applicants are requested to note that in accordance with **2 CFR 700.16** USAID will require the submission of a Branding Strategy and a Marking Plan prior to award. The Marking Plan may include a request for approval of one or more exceptions to the marking requirements in **2 CFR 700.16** The AO evaluates the Branding Strategy and Marking Plan (including any requests for exceptions) for approval consistent with the regulations contained in **AAPD 05-11, 2 CFR 700.16**, and **ADS 320**.

F.5 Environmental Compliance:

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 (ADS 204) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (http://www.usaid.gov/who-we-are/agency-policy/series-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.

Categorical Exclusion

Technical assistance, capacity building of partner local organizations, internship programs, after school creation activities, summer camps, food and non-food items distribution, small scale textiles work activities to produce children school uniforms, clothing and footwear for distribution through CSOs/CBOs to vulnerable children and families, and other social services with no environmental impact qualify for Categorical Exclusion pursuant to 22 CFR 216.2 (c)(1)(i), "The action does not have an effect on the natural or physical environment.", and fall entirely within at least one of the categories qualified for Categorical Exclusion according to 22 CFR 216.2 (c)(2)(i) and (iii) as "education, technical assistance, or training" and "analysis, studies, academic or research workshops and meetings" respectively. These activities will not have any negative effect on the natural or physical environment. The first component of the program falls under this category.

Pursuant to 22 CFR 216.2 (c)(2), the above actions are categorically excluded from further environmental review. As per 22 CFR 216.2 (c)(1) an Initial Environmental Examination or environmental assessment are not required.

Important notes to be considered:

1. It is important under these activities to have good planning, assessment, and management systems in order to eliminate any negative social impacts that could adversely affect the implementation of the program.
2. Waste generated as a result of food, clothing and other items distribution should be considered during the planning stage.
3. This does not include activities related to pesticides (procurement/ use/ training on use). If a need was identified to support procurement and/or use (including training), the implementer will be required to prepare a Pesticide Evaluation Report and Safe Use Action Plan (PERSUAP). The PERSUAP shall be prepared in accordance with 22 CFR 216.3(b) and shall be approved by the Bureau Environmental Officer prior to any procurement or use (including training on use) of pesticides.

Negative Determination (with Conditions)

Illustrative example of activities might be as follows: small-scale agricultural interventions such as rehabilitation of land/greenhouses, weeding, harvesting, repair and production of fishing nets, rehabilitation of fishing boats, digging rain water catchments, distributing animal productions kits, distributing seeds and seedlings, distributing fodder, ploughing plots of land and repairing damaged home-based greenhouses or gardens and their infrastructure, and lining and fencing), and small scale rehabilitation and repair such as rehabilitation of community facilities rehabilitation might include fixing doors and windows, walls, and toilets. Interventions listed above are not expected to have a "Significant" effect on the natural or physical environment as defined in 22 CFR 216.1(c) and , therefore, a Negative Determination with Conditions will be considered for this category of activities pursuant to 22 CFR 216.3 (a)(2)(iii).

A Negative Determination with conditions will ensure that appropriate attention and mitigation measures are developed in order to eliminate any adverse impacts on the natural or physical environment. **The conditions** are that the Recipient of the program, and after identification of the specific intervention and locations, shall perform a screening process for each activity and develop the appropriate mitigation and control measures to mitigate any possible adverse impacts during the implementation and operation stages as follows:

1. All construction, repair, and rehabilitation projects shall be small-scale on already developed lands and shall not have cumulative, potential "significant" adverse environment impacts; otherwise, these activities shall qualify for Positive Determination per 22 CFR 2163.3(a)(2)(iii) and require a Scoping Statement (SS) for an Environmental Assessment (EA) and an Environmental Assessment, both requiring stakeholder and agency

consultations and inputs, approved by the Bureau Environmental Officer prior to implementation.

2. The Recipient shall complete the provided Environmental Documentation Form to screen activities for level of environmental risks as well as to develop an environmental mitigation and monitoring plans. This environmental impact assessment process shall start as early as possible during planning stage and shall be prepared for each activity taking into consideration site-specific issues. Cumulative, direct, and indirect impacts shall be addressed in the screening process.
3. If during the screening process, a cumulative potential "significant" adverse environmental impact is identified, a Scoping Statement and Environmental Assessment shall be prepared in accordance with 22 CFR216.6.
4. Mitigation measures developed shall be incorporated in the program procurement documents.
5. Mitigation and control measures shall consider all phases of the program implementation (planning, design, construction, operation and maintenance, and decommissioning). Mitigation and control measures shall include, but not limited to:

    - Apply best management and engineering practices and incorporate environmentally sound design principles.
    - Develop appropriate dust, noise, and waste control measures. Mitigation measures shall be developed to eliminate/reduce any health, noise, pollution, or any other negative impacts as a result of activities related to excavation, construction, demolishing, etc. Final disposal of waste (including waste generated as a result of excavation) shall be transferred to appropriate and approved locations. Top rich soils shall not be wasted.
    - Use of appropriate health and safety measures to protect the health and safety of both workers and the general public.
    - Protect archeological and cultural heritage sites.
    - Protect water sources from any contamination.
    - Protect rare species.
    - Appropriate storage locations for construction material and construction equipment taking into consideration health, safety, and nuisance issues.
    - Appropriate storage for hazardous construction material.
    - Use of standard safety practices and use of standard safety equipment such as Eyeglasses, gloves, fencing and closing of work areas as appropriate, etc.;
    - All debris and waste generated as a result of the rehabilitation works shall be handled and removed from the work areas carefully and disposed of in appropriate and approved municipal landfills;
    - No procurement of or training on fertilizers or pesticides.
    - Adoption of sustainable agricultural and Aquaculture principles
    - Conduct public awareness sessions and/or education on seeds and seedlings proper handling and storage.

6. The Mission Environmental Office shall approve the Environmental Documentation Form and mitigation measures prior to any implantation.

7. The Recipient shall provide appropriate training and have appropriate capacity for good engineering practices and capacity for environmental review and implementation.
8. The Recipient will not procure any seeds, or other commodities, that are genetically modified organisms.

The Agreement Officer's Representative (AOR) managing this program will be responsible for periodic monitoring of the environmental aspects of this program.

F.6 Standard Provisions

All mandatory Standard Provisions specified in section F.2 of this NOFO shall be incorporated into the resultant award. The Special Provisions indicated below in full text should be specially noted by the prospective Applicants and will be incorporated into the resultant award.

F.7 USAID/WEST BANK AND GAZA SPECIAL PROVISIONS:

F.7.1 SUBCONTRACTING WITH GOVERNMENT OR QUASI-GOVERNMENT ENTITIES

No subcontracting with any government or quasi-government entity shall be conducted under this Agreement unless a specific waiver is approved for this purpose.

F.7.2 CAPITAL ASSISTANCE (611e REQUIREMENTS)

Prior to committing any USAID funds for capital assistance projects proposed under this Agreement, including mechanical items and other equipment that will be purchased for use by local partners, the Recipient will provide USAID with sufficient information to determine that Palestinian counterpart institutions and communities have the capacity to maintain and utilize the assistance effectively. Upon review and analysis of information provided, USAID West Bank and Gaza will advise the Recipient when and if all AID regulations for proceeding with capital assistance have been met.

F.7.3 PROHIBITION AGAINST SUPPORT FOR TERRORISM

(a) The Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Recipient to ensure compliance with these Executive Orders and laws.

(b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See http://www.treasury.gov/offices/enforcement/ofac/sdn/ .

(c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of $25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.

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

(e) USAID reserves the right to terminate this Agreement if USAID determines that the Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

(f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this Agreement. Upon request, the Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contain this provision

(g) The Recipient agrees to promptly notify USAID's Agreement Officer Representative (AOR) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any Recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

(h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement/Contracting Officer.

F.7.4 PROHIBITION AGAINST CASH ASSISTANCE TO THE PALESTINIAN AUTHORITY

U.S. legislation provides that none of the funding under this Award may be "obligated or expended with respect to providing funds to the Palestinian Authority." In accordance with that prohibition, the Recipient shall not provide any cash to the Palestinian Authority; to any ministry, agency or instrumentality of the Palestinian Authority; to any municipality or other local government unit; or to any full-time or part-time employee or official of any of the foregoing entities. This restriction applies to payments of any kind, including salaries, stipends, fees, honoraria, per diem, and so forth.

This restriction does not prohibit the provision of in-kind assistance, such as technical assistance, training, equipment, supplies, or the construction of public works to the extent it is not otherwise prohibited by U.S. law or the terms of this Agreement.

This provision shall be included in all contracts, subcontracts, grants and subgrants or any other instruments or awards issued under this Agreement. The Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contains this provision.

F.7.5 RESTRICTION ON FACILITY NAMES

(a) No assistance shall be provided under this Agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Recipient shall provide to USAID's Agreement Officer Representative (AOR) written information about the person(s) or group and shall not proceed with the assistance unless or until the AOR has provided written approval therefore. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

(b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.

(c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this agreement. Upon request, the Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contains this provision.

F.7.6 VALUE ADDED TAX AND CUSTOMS DUTIES

a. For Non-Local Organizations.

Pursuant to agreements with the Palestinian Authority (PA) and the Government of Israel (GOI), all imports and expenditures under this award by the Recipient and by non-local subgrantees and subcontractors (as defined below) will be exempt from Value-Added Tax (VAT) and customs duties imposed by the PA and from customs duties imposed by the GOI. Therefore, in accordance with paragraph 51 of OMB Circular No. A-122, Attachment E, such VAT and customs duties shall not constitute allowable costs under this award. No exemptions from VAT imposed by the GOI are available through USAID. Therefore, Israeli VAT is an allowable cost under this award, except for VAT from which exemptions are available to the Recipient directly.

The Recipient and any non-local subgrantees or subcontractors shall make reasonable efforts to avoid Palestinian VAT at the point of sale by obtaining 0% VAT exemption. USAID will assist the Recipient to obtain zero percent (0%) VAT status from the PA. The Recipient shall use this exemption to avoid paying any PA VAT to local subcontractors and vendors by obtaining approval from the PA VAT Department for suppliers to issue 0% VAT invoices.

In cases where Israeli and Palestinian VAT cannot be avoided, the Recipient shall obtain original VAT receipts from the vendors. Receipts must be submitted to USAID's Financial Management Office on a monthly basis to enable USAID to process refund claims with VAT authorities. The Recipient is responsible for ensuring that subgrantees or subcontractors comply with this requirement. All VAT claims for the subgrantees and subcontractors shall be submitted to USAID through Recipient. (Please refer to VAT Guidance dated April 2,2003 issued to USAID WBG Contractors and Grantees attached as Attachment F). Receipts for subgrantees and subcontractors must be addressed to the program name /Recipient to enable USAID to claim refunds.

Recipients that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Recipients which were allowed as award costs, should be credited either as a cost reduction or cash refund, as appropriate, to USAID.

"Non-local subgrantees and subcontractors" means subgrantees and subcontractors that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt foreign donors."

b. For Local Organization:

Local recipients are not exempt from paying VAT to the Palestinian Authority. As such, USAID/WBG cannot obtain a VAT exemption for these entities from the PA. There is no VAT exemption agreement/system in place with the Government of Israel. Hence, the recipient shall obtain original TAX Invoices/ VAT receipts from vendors at the point of sale, and submit such Invoices/ receipts to USAID on a monthly basis to enable USAID/WBG to obtain VAT refunds from the PA or Israeli VAT authorities. Invoices/ Receipts must be addressed to the project "name / USAID" to enable USAID to claim refunds.

The Grantee/Recipient is responsible for ensuring that sub-grantees or subcontractors comply with this requirement. All VAT claims for the sub-grantees and subcontractors shall be submitted to USAID through the prime Grantee/Recipient. TAX Invoices/ Receipts for sub-grantees and subcontractors must be addressed to the sub-grantee/contractor name / project name / USAID name to enable USAID to claim refunds.

Grantees/Recipients that already have exemption mechanisms in place with the GOI and/or the PA should continue to follow those procedures. Any refund of taxes received directly by the Grantee/Recipient which were allowed as award costs (i.e., paid/reimbursed by USAID/WBG), should be credited either as a cost reduction (in program/project invoices/vouchers submitted to USAID/WBG) or cash refund, as appropriate, to USAID/WBG.

(Please refer to VAT Guidance dated April 2, 2003 issued to the USAID WBG Contractors and Grantees as Annex I).

F.7.7 REPORTING OF FOREIGN TAXES

a) The awardee must annually submit one report by April 6 of the next year. The reporting period will cover from October 1 to September 30.

b) Contents of Report. The reports must be in the format provided in Annex A and contain:

i. Recipient name.
ii. Contact name with phone, fax and email.
iii. Award number(s); separate report needs to be provided for each award.
iv. Amount of foreign taxes assessed by the Palestinian Authority 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.
v. Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for the Palestinian Authority involves the purchase of commodities in Israel using foreign assistance funds, any taxes imposed by Israel would not be reported.
vi. Any reimbursements on the taxes reported in (iv) received by the Recipient through March 31. Any refund from the Palestinian Authority that is received directly by the awardee should be reflected. For refunds processed by USAID, we will fill in the VAT refunded amount. If a VAT refund receipt was provided to USAID for refund processing the awardee will need to provide the month under which the claim was submitted to USAID and the serial number of the invoice as included in the claim.
vii. Reports are required even if the Recipient did not pay any taxes during the report period.

viii. Cumulative reports may be provided if the Recipient is implementing more than one program in a foreign country.

c) Definitions. For purposes of this clause:

i. "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
ii. "Commodity" means any material, article, supply, goods, or equipment.
iii. "Foreign government" includes only a Palestinian Authority entity.
iv. "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 by either of the following means:

E-mail attachment (preferred): 579vat@usaid.gov or fax to 972-3-511-4888, attention Issa Hanna.

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

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

F.7.8 PROHIBITION ON ASSISTANCE TO THE PALESTINIAN BROADCASTING CORPORATION

a) U.S. legislation provides that none of USAID's funding "may be used to provide equipment, technical support, consulting services, or any other form of assistance to the Palestinian Broadcasting Corporation." In accordance with this prohibition, the Recipient shall not provide any assistance to the Palestinian Broadcasting Corporation.

b) This provision, including this paragraph (b), shall be included in all contracts, subcontracts, grants and subgrants issued under this grant.

F.7.9 USAID/WEST BANK AND GAZA MISSION NOTICES

The Recipient will comply and adhere to all USAID West Bank and Gaza notices to Contractors and Grantees. The notices are posted on the USAID/West Bank Gaza website under Partners resources and can be found at the following link:
http://www.usaid.gov/wbg/PartnersResources.html.

F.7.10 USAID/WEST BANK AND GAZA MISSION PARTNER CONTRACTED AUDIT PROGRAM (PCA)

Since Fiscal Year 2003, the U.S. Congress has mandated in its annual appropriations laws that the USAID shall ensure that all contractors and grantees, and significant sub-contractors and subgrantees, under the West Bank and Gaza Program be subject to Federal or non-Federal audits at least annually.

Recipients and significant subawardees under any resultant award from this NOFO will be required to adhere to the above requirement and therefore are subject to audit under the WBG Partner Contracted Audit (PCA) program at least annually. USAID/WBG is responsible for managing the Mission's PCA program.

Recipients shall follow the guidance provided in the "USAID/WBG Partner Contracted Audit Guidelines" which are posted on the Mission's web-site at the following address http://www.usaid.gov/west-bank-and-gaza/audit-matters Recipients will be required to contract one of the independent audit firms that have been approved by the Regional Inspector General/Cairo to fulfill the annual audit requirements under their awards.

All prime recipients as well and sub-awardees must maintain complete records and proper documentation pertaining to their awards for auditing purposes.

F.7.11 USAID/WEST BANK AND GAZA MISSION ORDER NO. 21

The Contractor must comply with the Mission's updated anti-terrorism policies and procedures as stated under the revised Mission Order No. 21 (Mission Notice No. 2007-WBG-26) and any amendments thereafter. The Mission Order No. 21 can be found in Annex 2 to this NOFO and accessed through the following URL: https://www.usaid.gov/west-bank-and-gaza/work-with-us/partner-resources

7.7.12 PROHIBITION ON PROVIDING FEDERAL ASSISTANCE TO ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (APRIL2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for providing federal assistance to an entity that requires employees, subawardees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) By submission of its application, the prospective Recipient represents that it does not require employees, subawardees, or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subawardees, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

F.7.13 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

a) Direct salaries and wages for each year of the award shall be in accordance with the organization's established personnel policies and the applicable cost principles. To be considered adequate, the policies must be in writing, applicable to all employees of the organization, be subject to review and approval at a high enough organizational level to assure its uniform enforcement, and result in costs which are reasonable and allowable in accordance with applicable cost principles.

b) The reasonableness of salaries under the resultant Agreement will be evaluated applying the factors set forth in the applicable cost principles (2 CFR 200, Subpart E) This guidance will be considered in making the determination as to reasonableness.

c) Annual Salary Increase

(1) International Staff: One annual salary increase of not more than 5% or less depending on the organization's internal policies (including promotional increase) may be granted after the employee's completing of each twelve months of satisfactory services under this Agreement.

(2) CCN Staff: One annual salary increase of not more than 5% or less depending on the organization's internal policies (including promotional increase) may be granted after the employee's completing of each twelve months of satisfactory services under this Agreement. However, the exact percentage of the annual increase will be approved by the AO as part of the Applicant's proposed budget.

[END OF SECTION F]

SECTION G: FEDERAL AWARDING AGENCY CONTACT

Ms Linda Maher
Senior Acquisition and Assistance Specialist
Office of Contracts Management
WBGEnvGazaSub@usaid.gov
USAID West Bank and Gaza
Jerusalem

[END OF SECTION G]

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SECTION H – OTHER INFORMATION

H.1 Annexes

1. Annex 1: VAT Guidance
2. Annex 2: Mission Order 21.

[END OF SECTION H]

U.S. AGENCY FOR
INTERNATIONAL
DEVELOPMENT

ANNEX A: VAT Guidance dated April 2, 2003 issued to USAID WBG Contractors and Grantees

APRIL 2, 2003

NOTICE FOR USAID CONTRACTORS AND GRANTEES

SUBJECT: VAT GUIDANCE

As per the guidance provided to all contractors and grantees in our letter of July 30th, 2002, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

USAID will reimburse contractors and grantees for Israeli and Palestinian VAT if and only if the following procedures are followed:

1. For Grantees, reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. This includes taking all reasonable steps to obtain a 0% VAT exemption from the Palestinian Authority before making any further purchases. Grantees that already have exemption mechanisms in place with Israel and/or the PA should continue to follow those procedures.

2. For grantees that recently received a 0% VAT exemption from the Palestinian VAT department, they are required to pass these exemptions to their partners (i.e. suppliers, vendors, and contractors), by sending a letter to the VAT Department notifying it about the partner, description of the transaction and the amount of the transaction before the purchase is completed.

3. For both Contractors and Grantees, in cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Financial Management Office
Att. VAT Coordinator , USAID
c/o American Embassy
71 Hayarkon Street,
Tel Aviv 63903

Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Given that USAID will be reimbursing VAT expenses in contractor and grantee billings that are charged as disbursement to the contracts/grants, the refunds, once received, will be recorded as off-sets to the applicable contract or grant by USAID.

Please note that separate procedures will be provided for processing refunds for contractors and grantees under Letter of Credit (LOC) method of payment.

Please submit the original VAT receipts and one copy to USAID. In addition, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

In addition, we have attached for your use 2 matrixes, one for the Israeli and one for Palestinian VAT submissions. Please keep the following guidance in mind when submitting this document to USAID:

1. Report the VAT invoices in the correct chronological order. i.e. start from the first of the month through to the 30th.
2. Provide a hard and electronic copy of the form with the respective receipts attached to each one in order to avoid confusion.
3. The electronic copy has to be sent to ilpavat@usaid.gov .
4. Attach all related supporting documents to each receipt with that invoice.
5. Submit this form, receipts and supporting documents no later than the 15th of the following month.
6. You will notice that we have entered some figures already on the matrix. This is just to provide you with an example and to activate the formulas. Kindly replace those with your own figures.
7. For any specific issues with regards to the VAT, please contact Ms. Abeer Odeh, our Supervisor Financial Analyst, at 03-511-4806, 050 259407, and 059 246777 or at e-mail aodeh@usaid.gov.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and sub-grants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

USAID provided some guidance with regards to this issue in July 2002. However, some partners have failed to report their VAT in a timely manner. Therefore, we herby request that all Contractors and Grantees report to us by COB noon April 21st, 2003, all pending invoices from January 1st, 2002 until the present.

We thank you for your cooperation in this matter.

Attachments:

1. VAT Invoices Required Attributes
2. VAT Refund Sheet – Includes 2 documents for the Israeli and the Palestinian VAT *respectively*.

Palestinian VAT Refund Sheet
Organization Name:
Contract / Agreement Number:
Period Covered:

No.	Invoice Date	Invoice No.	Supplier Name	Registration No.	Invoice Description	Total Invoice Amount (NIS), including VAT	VAT Amount (NIS)	Total Invoice Amount ($), including VAT	VAT Amount ($)	$ Rate	Voucher number of SF 1034 of VAT claim submitted to USAID
						90	13.08	$ 18.75	$ 2.72	4.8	
						150	21.79	$ 31.25	$ 4.54	4.8	
						120	17.44	$ 25.00	$ 3.63	4.8	
						80	11.62	$ 16.67	$ 2.42	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
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							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
							-	$ -	$ -	4.8	
					TOTAL		-	$ -	$ -	4.8	

Israeli VAT Refund Sheet
Organization Name:
Contract / Agreement Number:
Period Covered:

No.	Invoice Date	Invoice No.	Supplier Name	Registration No.	Invoice Description	Total Invoice Amount (NIS), including VAT	VAT Amount (NIS)	Total Invoice Amount ($), including VAT	VAT Amount ($)	$ Rate	Voucher number of SF 1034 of VAT claim submitted to USAID
						100	15.25	$ 20.83	$ 3.18	4.8	
						150	22.88	$ 31.25	$ 4.77	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
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							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
							0.00	$ -	$ -	4.8	
					TOTAL		0.00	$ -	$ -	4.8	

07/30/2002

NOTICE FOR USAID CONTRACTORS AND GRANTEES
Subject: VAT GUIDANCE

As discussed at previous meetings with contractors and grantees, VAT is an extremely sensitive and important issue for our Mission. Careful attention must be paid to avoiding VAT whenever possible and, failing that, obtaining valid VAT receipts so that USAID may seek VAT refunds from tax authorities. Failure to do so could put the Mission's programs in jeopardy and possibly lead to a USAID determination that VAT costs are unallowable.

The Mission is continuing its dialogue with Palestinian VAT authorities to effect broad implementation of a 0% VAT procedure whereby VAT expenses would be avoided at the point of sale. In the meantime, for both Israeli and Palestinian VAT, USAID will reimburse contractors and grantees for incurred costs in accordance with the payment provisions of their agreements; provided, however, that the following procedures are followed:

1. Reasonable efforts must be made to avoid Israeli and Palestinian VAT at the point of sale whenever possible. Those contractors and grantees that have exemption mechanisms in place should continue to follow those.

2. In cases where Israeli or Palestinian VAT cannot be avoided at the point of sale, original VAT receipts must be obtained from all vendors that are legally authorized to issue such receipts. To be considered valid and acceptable, receipts must conform to the requirements stated in the checklist attached to this notice. Receipts shall be submitted to USAID's Financial Management Office on a monthly basis, no later than the fifteenth day after the end of the month. This will enable USAID to process refund claims with VAT authorities on a timely basis.

Failure to comply with both of these requirements may result in a determination that the VAT costs in question are unallowable under your contract or grant, in which case those costs would be financed from your organization's own funds.

Since USAID will be reimbursing VAT expenses in contractor and grantee billings, the refunds, when received, will be deposited to the account of USAID.

In addition to submitting original VAT receipts to USAID, contractors and grantees must retain on file copies of receipts and related documentation reflecting their VAT submissions to USAID. This is needed to avoid the risk that VAT costs may be questioned during an audit and possibly disallowed.

The requirements discussed in this notice apply to not just prime contracts and grants, but also subcontracts and subgrants with non-local entities – that is, entities that are present in the West Bank or Gaza solely for the purpose of performing work financed by USAID or other tax-exempt donors.

If you have any questions, please contact Robert Bonnaffon (03-511-4880) or Leonel Pizarro (03-511-4852)

Attachment: a/s

ATTACHMENT 1

VAT INVOICES
REQUIRED ATTRIBUTES

ISRAELI VAT INVOICES

The following information is required on Israeli VAT invoices in order for them to be accepted for purposes tax refunds:

- Vendor's name
- Invoice date
- Vendor's tax identification number (TIN)
- Tax invoice number
- Document must be an original, copies are not accepted
- The document must indicate on its face that it is a tax invoice…a hishbunit mas, or in Hebrew: **חשבונית מס**

PALESTINIAN VAT INVOICES

The following information is required on Palestinian VAT invoices in order for them to be accepted for purposes of tax refunds:

- The purchaser's name and address
- Name of the vendor
- The document must state "Authorized Dealer" and then the dealer number. For example:
- The document must state on its face that it is a "Tax Invoice" and an invoice number. For example: فاتورة ضريبية
- The invoice must state on its face "Original". For example: النسخة الاصلية

END OF ANNEX 1

USAID | WEST BANK/GAZA
FROM THE AMERICAN PEOPLE

AMENDED AND RESTATED MISSION ORDER NO. 21

Subject: Anti-Terrorism Procedures

References: Executive Order 13224 (September 24, 2001)
Section 559 of the FY 06 Foreign Operations Appropriations Act
Section 3 of P.L. 109-446
18 U.S.C. §§ 2339A and 2339B
AAPD 04-14 (September 24, 2004)
AAPD 02-04 (March 20, 2002)

Effective Date: October 3, 2007

I. PURPOSE

The purpose of this Mission Order is to describe and update procedures to ensure that the Mission's assistance program does not inadvertently provide support to entities or individuals associated with terrorism.

II. LEGAL AUTHORITIES

On September 24, 2001, shortly after the terrorist attacks of September 11th, President Bush issued Executive Order 13224, which blocks property and interests in property of individuals and entities that are designated as committing or posing a significant risk of committing terrorist acts. The Order prohibits all transactions and dealings in blocked property or interests in the U.S. or by U.S. persons. It also prohibits transactions with, and provision of support for, individuals or entities designated in or subject to the Order.

Initially, 28 individuals and entities were designated under E.O. 13224. The Order authorized the Secretary of State to make additional designations. It also authorized the Secretary of Treasury to designate additional individuals and entities that provide support or services to, are owned or controlled by, act for or on behalf of, or are "otherwise associated with," an individual or entity that has been designated in or under the Order.

E.O. 13224 is just one of several statutes, regulations and Executive Orders pertaining to terrorism. Others include Sections 2339A and 2339B of Title 18 of the U.S. Code, which prohibit the provision of material support or resources for terrorist acts or to designated foreign terrorist organizations, and Executive Orders 12947 (January 23, 1995) and 13099 (August 20, 1998), which prohibit transactions with terrorists who threaten to disrupt the Middle East peace process.

Hundreds of individuals and entities have been designated under these and other statutes, regulations and Executive Orders. A complete list of designated parties can be found online at http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf. The list includes several Palestinian

U.S. Agency for International Development
American Embassy
71 Hayarkon St.
Tel Aviv, Israel 63903
Tel. 972-3-511-4848
Fax. 972-3-511-4888

organizations that have been designated as terrorist entities, including Hamas, the Popular Front for the Liberation of Palestine (PFLP), Palestinian Islamic Jihad (PIJ), and the Democratic Front for the Liberation of Palestine (DFLP).

A statutory provision of special relevance to USAID/WBG is Section 559 of the FY 06 Foreign Operations Appropriations Act, which is entitled "West Bank and Gaza Program". Paragraphs (b) and (c) of Section 559 provide as follows:

> (b) VETTING – Prior to the obligation of funds appropriated by this Act under the heading "Economic Support Fund" for assistance for the West Bank and Gaza, the Secretary of State shall take all appropriate steps to ensure that such assistance is not provided to or through any individual, private or government entity, or educational institution that the Secretary knows or has reason to believe advocates, plans, sponsors, engages in, or has engaged in, terrorist activity. The Secretary of State shall, as appropriate, establish procedures specifying the steps to be taken in carrying out this subsection and shall terminate assistance to any individual, entity, or educational institution which he has determined to be involved in or advocating terrorist activity.
>
> (c) PROHIBITION – None of the funds appropriated by this Act for assistance under the West Bank and Gaza program may be made available for the purpose of recognizing or otherwise honoring individuals who commit, or have committed, acts of terrorism.

A provision similar to paragraph (b) has appeared in each Foreign Operations Appropriations Act since FY 2003. Paragraph (c) was added in FY 2005. Provisions similar to paragraphs (b) and (c) were included in the Palestinian Anti-Terrorism Act of 2006 (P.L. 109-446), extending the requirements through fiscal years 2007 and 2008.

III. ADDITIONAL BACKGROUND INFORMATION

The vetting procedures described in Section V are the culmination of an evolutionary process that began in July 2001, following consultations on Capitol Hill, and gathered momentum after the terrorist attacks of September 11, 2001. Draft review procedures were developed in the fall of 2001, based on consultations with the ANE Bureau, USAID's anti-terrorism task force, the Office of the General Counsel, the U.S. Embassy/Tel Aviv, USAID Mission staff, U.S. implementing partners, and Palestinian non-governmental organizations (NGOs). Since then, the review procedures have been further refined to take into account concerns raised by these and other parties. The most recent update occurred after discussions with the Government Accountability Office, USAID's Regional Inspector General, USAID's General Counsel's Office and Office of Security, Mission staff, and after a multi-agency review led by the U.S. Consulate General in Jerusalem as part of an effort to establish standard operating procedures for vetting across all U.S. Government agencies providing assistance for the West Bank and Gaza.

In addition to vetting, the Mission implements three other formal anti-terrorism measures: (1) the anti-terrorism certification (ATC) (see Section VI below), (2) mandatory clauses reminding contractors and grantees of their legal duty to comply with applicable anti-terrorism laws and regulations (see Section VII below), and (3) a clause implementing the restriction imposed by Section 559(c) of the FY 06 Appropriations Act (see Section VIII below).

There are also several less formal means by which support for terrorist organizations is avoided. First, in order to ensure compliance with E.O. 13224 and related requirements, U.S. contractors and grantees are expected to conduct their own review of proposed non-U.S. awardees.

Second, before an award is made to a non-U.S. organization, staff of USAID (in the case of prime awards) or staff of the U.S. prime contractor or grantee (in the case of subawards) scrutinize various aspects of the organization's operations as part of the standard due diligence and pre-award survey. Third, the personal knowledge of USAID staff is taken into account before an award is made or a subaward is approved. Finally, knowing that individuals and organizations will be subject to such scrutiny, organizations that are involved in terrorism are discouraged from applying for USAID-financed assistance in the first place.

IV. DEFINITIONS

As used in this Mission Order –

A. "Award" means any contract, grant or cooperative agreement awarded by USAID, and any cash or in-kind assistance provided by USAID in any other form, including construction services, equipment, supplies, technical assistance, and training. "Awardee" means any individual or organization that receives an award. Unless the context otherwise requires, "award" includes "subawards," and "awardee" includes "subawardees" as defined below.

B. "Cognizant Technical Officer" or "CTO" means the USAID officer responsible for day-to-day management of the project or activity in question.

C. "Key individuals" means the individuals defined in Section V.C below. (The definition of "key individuals" is not the same as "key personnel" under a contract or cooperative agreement.)

D. "PSU" means the Program Support Unit of the USAID Mission.

E. "Subaward" means any grant, subgrant or subcontract awarded by a USAID implementing partner, and any cash or in-kind assistance provided by an implementing partner in any other form. "Subawardee" means any individual or organization that receives a "subaward."

V. VETTING PROCEDURES

A. Applicability: Vetting is conducted by USAID in connection with its review and approval of proposed awards and subawards to non-US awardees. Vetting applies to the following organizations and individuals:

(1) Contractors and subcontractors: Any non-US organization or individual proposed for award of a contract or subcontract in excess of $25,000. This includes contracts to be awarded by USAID, subcontracts to be awarded by prime contractors, and contracts to be awarded by grantees and recipients of cooperative agreements. It does not include personal services contracts (PSCs) to be awarded by USAID, which have separate security clearance procedures. A contract includes any instrument that acts as a contract regardless of its form or the name given to it.

(2) Recipients of assistance instruments: Any non-US organization or individual (other than a Public International Organization (PIO)) proposed to receive cash or in-kind assistance under a cooperative agreement, grant or subgrant, regardless of the dollar amount. This includes grants and cooperative agreements to be awarded by USAID, grants to be awarded by prime contractors (Grants Under Contracts, or GUCs), and subgrants to be awarded by grantees or recipients of cooperative agreements (Grants Under Grants, or GUGs). An assistance instrument includes any instrument that acts as a grant or cooperative agreement regardless of its form or the name given to it.

(3) Trainees: Non-US individuals for whom USAID finances (a) training, study tours, or invitational travel in the U.S. or third countries, regardless of the duration; or (b) training in West Bank/Gaza lasting more than five consecutive work days (regardless of the number of hours of training on each day).

(4) Other direct recipients of cash or in-kind assistance: Except as provided in paragraph (5) below, vetting is required when other forms of cash or in-kind assistance (including technical assistance) are provided directly to one or more specifically identified persons or entities. For example, vetting generally would be required for a hospital that will receive pharmaceuticals, a company whose manufacturing equipment will be repaired or replaced, or an NGO whose recreational facilities will be renovated. Vetting is not required, however, for persons or entities that benefit from assistance indirectly. In the prior examples, no vetting would be required for patients of the hospital, customers of the manufacturer, or users of the recreational facilities. When assistance is to be provided directly to a government entity, the procedures outlined in part IX below, "Cooperation with Government and Government Officials" apply.

(5) Exceptions: Except as provided in paragraph (6) below, vetting required under paragraph (4) above does not apply in the following cases:
   (a) Individuals who receive jobs under employment generation activities, including incidental job training.
   (b) Ultimate beneficiaries of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans, shelter, etc.; provided that the total value of assistance per occasion does not exceed the following amounts:
      (i) $1,000, for assistance to an individual (other than loans),
      (ii) $2,500, for assistance to an organization (other than loans), or
      (iii) $5,000, for micro-enterprise loans or assistance to a household (e.g., repair of housing units).
   (c) Vendors of goods or services acquired by USAID contractors and grantees in the ordinary course of business for their own use – for example, utilities (water, electricity, gas, and trash collection); communications (telephone, fax, postal and courier services); office supplies, equipment and furniture; services for moving to new homes and offices; vehicles (purchase or lease) and fuel, spare parts, and repair or maintenance services for vehicles; and books, newspapers and periodicals. This exception also applies to paragraph A(1) above. Vetting is required, however, before leasing housing or office space if the total amount of rent under the lease exceeds the limit stated in A(1) above.

(6) Even if vetting would not otherwise be required under these rules, vetting will be conducted whenever there is reason to believe that the beneficiary of assistance or the vendor of goods or services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has done so in the past.

B. Further Rules on Applicability:

(1) The $25,000 threshold for contracts and subcontracts is cumulative for multiple awards to the same firm or individual within a 12-month period. For example, if a firm receives a subcontract for $20,000 and later is selected to receive another one for $10,000, the second award would trigger vetting if fewer than 12 months have passed since the first award. To track this threshold, the Office of Contracts Management will provide the PSU, on a monthly basis, with a list of first tier contracts and second tier subcontracts under $25,000 awarded to non-U.S. organizations or individuals for a program purpose in the prior month, or not previously reported, including the name of the contractor,

amount and start and end dates of the award. When the same firm or individual exceeds the $25,000 cumulative amount, the PSU will notify the Cognizant Technical Officer responsible for the awardee that exceeded the threshold that vetting is required. Amendments, however, will be treated differently. If an amendment would increase the amount of a contract or subcontract above $25,000, vetting would be required no matter how many months have passed since the original award was made.

(2) With respect to vetting required under Sections V.A(1) and (2) above, vetting applies only to first-tier and second-tier recipients. If, for example, a U.S. prime contractor (first tier) awards a grant to a Palestinian NGO (second tier), which in turn awards a subgrant to another Palestinian NGO (third tier), the second-tier grantee would be vetted, but the third-tier subgrantee would not be.

(3) Palestinian government officials, including Palestinian Legislative Council members and municipal officials, are subject to vetting to the same extent as other individuals. They must be vetted, for example, before participating in training or invitational travel outside of the West Bank and Gaza. They need not be vetted, however, with respect to USAID-financed public works that benefit broad segments of the general public – for example, the construction of schools, development of parks, or repair of roads. However, screening may be required under the circumstances described in part IX below, "Cooperation with Government and Government Officials."

(4) Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations.

(5) Although PIOs are not themselves subject to vetting, organizations and individuals to whom PIOs make awards or otherwise provide assistance are subject to vetting by USAID in accordance with these rules.

(6) No one under age 16 will be vetted. Where vetting is required for a household (e.g., for housing assistance that exceeds $5,000), only members of the household who are 16 years of age or older will be vetted.

(7) If an organization has been previously vetted, whether subsequent vetting will be required for each of its branches that receive assistance will be decided by the Deputy Mission Director on a case by case basis. This decision will depend largely on the extent to which the organization's headquarters oversees and controls the activities of its branches.

(8) For contracts and grants under interagency agreements pursuant to Section 632(a) or (b) of the Foreign Assistance Act, it will be incumbent upon the recipient agency to implement appropriate review procedures to ensure compliance with E.O. 13224 and related requirements. A provision to this effect will be included in all interagency agreements pertaining to the West Bank and Gaza.

C. Vetting of "Key Individuals": Whenever an organization must be vetted, each of the organization's "key individuals" must also be vetted. "Key individuals" means:

(1) 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);
(2) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president);

(3) The program manager or chief of party for the USAID-financed program; and
(4) Any other person with significant responsibilities for administration of USAID-financed activities or resources.

Note that the definition of "key individuals" differs from the definition of "key personnel" under a contract or cooperative agreement.

D. Obtaining Data Needed for Review: Before USAID awards a contract, grant or cooperative agreement to any organization described in A(1) or (2) above, the proposed awardee must submit to USAID data needed to vet the organization and its "key individuals." Similarly, before an implementing partner makes a subaward of the type described in A(1) or (2) above, or provides assistance of the type described in A(3) or (4) above, the implementing partner must submit to USAID data needed to vet the proposed recipient of the subaward or other assistance.

To vet an individual, USAID needs the person's full name as it appears in a government-issued photo ID. If the individual holds an ID with a full four-part name, that ID must be used before an ID without the full four-part name. To vet an organization, USAID needs the full name and address of the organization and the full name of each "key individual" of the organization, once again, as it appears in a government-issued photo ID. In addition, for each individual or key individual USAID needs (1) the government-issued photo ID number (e.g. passport number), (2) type of such ID and country of issuance, and (3) date and place of birth. Provision of additional information such as citizenship(s), gender, occupation, current employer (if applicable), and address of residence should be submitted when available. Such additional information can expedite and improve the quality of the vetting process. Any vetting requests that do not include all required data will not be processed.

The Cognizant Technical Officer will be responsible for gathering the information described above from prime awardees, using the form shown in Attachment A. This information will be forwarded to USAID's Program Support Unit ("PSU") for submission to USAID/Washington for transfer to the appropriate U.S. vetting center in Washington for review (the "Vetting Center"). Before initiating a vetting request, however, the CTO should consult with PSU to see whether a vetting approval is already in effect for the individual or organization in question. (See "Duration of Approval," below.)

Vetting should be initiated as early as possible during the process of selecting recipients. Selection decisions should not be disclosed to the proposed recipient or any other outside party until the vetting process has been completed and USAID has determined that the recipient is eligible.

E. Review by the Vetting Center, U.S. Consulate General and USAID: After submission of the data described above, the Vetting Center will review the data and notify USAID/Washington in writing of the results of its review, including whether any derogatory information has been located – that is, whether any of the vetted organizations or individuals appear to be, or to have affiliations with, problematic organizations or individuals. Notification will be sent to PSU, which in turn will notify the CTO.

In cases where no derogatory information is located from Washington, USAID will submit organizations that require vetting under A(2) or A(4) above to the U.S. Consulate General in Jerusalem for an additional review. The Consulate General will review the data and notify USAID in writing of the results of its review, including whether any derogatory information has been located. Notification will be sent by the Consulate General to the PSU which will in turn notify the CTO. This procedure will apply only to organizations and not to individuals.

In cases where no derogatory information is located from either the Vetting Center or the Consulate General, USAID will proceed with the proposed award, or notify the contractor, grantee or recipient that it may proceed with the proposed subaward, as the case may be. See Attachment B for suggested notification language.

In cases where derogatory information about a proposed awardee or a key individual is located, the Deputy Mission Director and the CTO will decide whether to request additional information about the organization or individual(s) in question – for example, an individual's occupation or address of residence, if not already provided. This information may enable USAID and the Vetting Center or the U.S. Consulate General to determine that a "false positive" has occurred, or it may confirm that suspected affiliations truly exist. When additional identifying information is needed, the request will be made to more than one person whenever possible – for example, to all "key individuals" of an organization – to avoid disclosing which individual(s) triggered the request.

In cases where additional information does not dispel derogatory information, USAID will either (1) disapprove the award or subaward to the proposed recipient, or (2) submit the matter to the U.S. Consulate General/Jerusalem for further review, in consultation with Washington as appropriate.

F. **Notification of Final Decision:** Once a final decision has been made, the Cognizant Technical Officer will promptly send written notice of the decision to (1) USAID's Contracting Officer, in the case of a proposed award by USAID; or (2) the proponent of the subaward, in the case of a subaward proposed by a party other than USAID. Notices to outside parties must conform to the language shown in Attachment B. A copy of the final decision will be retained in PSU's files.

G. **Duration of Approval:** Once an awardee has been approved pursuant to these procedures and received an award, the approval generally will remain in effect for that particular award for three years. However, new vetting will be required if there is any change in the awardee's "key individuals." For an organization, when there is a change in the "key individuals" only the new individual(s) must be vetted, but the approved vetting date for purposes of calculating the three-year period of approval for an award will remain the last date when all key individuals of the organization were vetted simultaneously. Vetting approval may be rescinded if USAID obtains information indicating that the awardee or any of its "key individuals" is or has been involved in terrorist activity. When such information arises, the Cognizant Technical Officer will consult with the Deputy Mission Director, the Regional Legal Advisor, and the Contracting Officer.

For any new awards or extensions of existing awards, the awardee must be vetted if more than 12 months have passed since the awardee was last approved pursuant to these procedures. If fewer than 12 months have passed, vetting is not required for that award or extension. For any award or extension that does not require vetting because fewer than 12 months have passed since the awardee was last approved, the Office of Contracts Management will provide the PSU on a monthly basis with a list of such awards or extensions, including the name of the awardee, amount and start and end date of the award. This will allow the PSU to track when the three-year vetting approval will expire for any given award.

As provided in the mandatory clause shown in Attachment D, awardees are required to keep USAID apprised of changes in the "key individuals" of the awardee and of all subawardees that were vetted by USAID. The clause reserves the right of USAID to rescind its approval of subawards at any time. If vetting approval is rescinded for a subaward, USAID's Contracting Officer will provide written instructions to the prime awardee to terminate the subaward. The clause also reserves the right of USAID to terminate the prime award if USAID determines that the awardee is involved in or advocates terrorist activity or has failed to comply with the requirements of the clause.

H. **Database:** PSU will maintain a database showing all organizations and individuals that have been submitted for review and the status of each case. Due to the sensitivity of information in the database, it will be made available only to those with an official need for access, as determined by PSU and/or the Deputy Mission Director.

VI. ANTI-TERRORISM CERTIFICATION (ATC)

On September 24, 2004, USAID/Washington's Office of Acquisition and Assistance issued AAPD 04-14, "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)". The AAPD requires that all U.S. and non-U.S. organizations certify, before being awarded a grant or cooperative agreement by USAID, that the organization does not provide material support or resources for terrorism. The text of the certification is shown as Attachment C. (This version supersedes earlier versions that were issued in AAPD 02-19 on December 31, 2002, and AAPD 04-07 on March 24, 2004.)

The ATC requirement applies to the prime recipients of grants and cooperative agreements and the recipients of Grants Under Contracts (GUCs). The requirement for prime recipients and recipients of GUCs also includes assistance instruments in any form (such as memoranda or letters of understanding, for example) to the extent such instruments are used as obligating documents to provide assistance. In addition, USAID/WBG has extended USAID's policy to apply the requirement to the first level of subgrantees receiving cash assistance under grants and cooperative agreements (Grants Under Grants, or GUGs) or any other assistance instrument regardless of its form. Thus, the ATC applies to all first-tier and GUC assistance recipients and all second-tier assistance recipients of cash assistance, but it does not apply to lower-tier recipients.

The ATC applies only to the non-governmental organizations that receive awards of cash or in-kind assistance. It does not apply to (1) individuals, (2) public international organizations, (3) the host government (including local government units), (4) contractors, or (5) subcontractors. Note that because municipalities are not NGOs, they need not sign the ATC when they receive in-kind assistance (e.g., technical assistance, training, supplies, equipment, or construction services).

The Office of Contracts Management (OCM) is responsible for obtaining ATCs before making awards to prime awardees. USAID's implementing partners are responsible for obtaining ATCs before making subawards to subawardees, in accordance with this section, and providing copies of them to OCM.

VII. MANDATORY CLAUSES

On March 20, 2002, the Office of Procurement issued AAPD 02-04, "Implementation of E.O. 13224 – Executive Order on Terrorist Financing." The AAPD prescribes a mandatory provision for inclusion in all solicitations and awards for contracts, grants and cooperative agreements.

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

The Mission has revised this clause to meet the statutory requirements relating specifically to the West Bank/Gaza program in consultation with USAID's Office of the General Counsel in Washington. The revised clause is shown as Attachment D. Paragraph (a) is identical to language stated in the AAPD. The other paragraphs are unique to the Mission and serve to implement the statutory requirements on the Mission's program.

For grants to the United Nations or UN agencies, the clause shown as Attachment E is used to supplement the standard provision entitled "Terrorist Financing Clause (UN Grants) (May 2003)". (See ADS 308, Mandatory References, Standard Provisions for Grants to Public International Organizations, Required as Applicable Standard Provisions.)

VIII. RESTRICTION ON FACILITY NAMES

Section 559(c) of the FY 06 Foreign Operations Appropriations Act, provides as follows: "None of the funds appropriated by this Act for assistance under the West Bank and Gaza program may be made available for the purpose of recognizing or otherwise honoring individuals who commit, or have committed, acts of terrorism." To implement this restriction, all contracts, subcontracts, grants, cooperative agreements, and subgrants must contain the clause set forth in Attachment F, "Restriction on Facility Names."

When, in accordance with this clause, an implementing partner submits information concerning a facility's name, the CTO will review the information to determine whether it might be problematic. If there is any possibility that the proposed name will be controversial, the CTO will consult with the Deputy Mission Director for guidance. The CTO will document this review in a memorandum to the project file.

The use of "shuhada" or "shaheed" ("martyr" or "martyrs") in a facility's name may be approved by the Mission Director if he determines (i) that assistance to the facility does not have the purpose of honoring or recognizing any individual who has advocated, sponsored or committed acts of terrorism and (ii) that it is unlikely that a reasonable person aware of the relevant facts and circumstances would perceive the assistance as having the effect of honoring or recognizing such an individual. When making this determination, the Mission Director may consult with the U.S. Ambassador or the U.S. Consul General, as appropriate.

IX. COOPERATION WITH GOVERNMENT AND GOVERNMENT OFFICIALS

Additional vetting may be required in cases where certain government officials – i.e., members of the Palestinian Legislative Council, officials of the Palestinian Authority, or elected municipal officials – will sign a memorandum of understanding, grant agreement or project agreement, or will otherwise be involved in project implementation or publicity for a project. Likewise, prior to providing assistance directly to or that directly benefits a government entity, additional screening may be required. In all such cases, the Deputy Mission Director should be contacted for guidance.

X. APPROVAL

This Mission Order will go into effect on the date signed by the Mission Director below.

Howard J. Sumka
Mission Director

10-03-2007
Date

Attachments:

A. Vetting Form
B. Sample Notification Language
C. Anti-Terrorism Certification
D. Mandatory Clause
E. Mandatory Clause (UN Grants)
F. Restriction on Facility Names

MO #21 Drafted by: RLA, P.Sullivan, 09/14/05, revised 12/28/05, 02/17/06, 03/03/06 & 3/13/06.
Approved by: MD, Jim Bever, 3/13/06;

Amendment No. 1 revisions drafted by: RLA, J.Lifur, 11/06/06, revised 2/7/07; 6/11/07; 8/8/07, 9/30/07.

ATTACHMENT A

PARTNER INFORMATION FORM

Part I: Information About Proposed Activities		
1. Name of the prime contractor, grantee or recipient proposing the award or other assistance:		
2. Type of proposed award or other assistance (check one): _____contract or subcontract _____grant or subgrant _____training ______equipment _____other		
3. US$ amount & estimated start/end date of proposed award or assistance: $ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		
b. Address:		
c. Telephone:	d. Fax:	e. Email:
6. Information on each individual to receive training, equipment, or other direct benefits or who is a key individual of the organization named in 5 above. Use continuation sheets as necessary. ** = mandatory information.		

A. Name (As in passport or other government-issued photo ID)**	Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:** Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):	Gender:
Current employer and job title:	Occupation:
Address of residence:	Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ____ No ____

Part II: Contractor/Grantee/Recipient Certification:

Contractor/Grantee/Recipient certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.

Name: Signature:

Title/Organization: Date:

Part III: Submission details (to be completed by USG official)		
Request number		
Staff member who initiated request		
Project name		
Date submitted for screening	1.	2.

Partner Information Form Continuation sheet for Part I. section 6, list of individuals (use additional continuation sheets as necessary):

B. Name (As in passport or other government-issued photo ID)**	Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:** Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):	Gender:
Current employer and job title:	Occupation:
Address of residence:	Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ____ No ____

C. Name (As in passport or other government-issued photo ID)**	Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:** Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):	Gender:
Current employer and job title:	Occupation:
Address of residence:	Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ____ No ____

D. Name (As in passport or other government-issued photo ID)**	Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:** Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):	Gender:
Current employer and job title:	Occupation:
Address of residence:	Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ____ No ____

E. Name (As in passport or other government-issued photo ID)**	Government-issued photo ID number, type of ID and country of issuance:**
Place of birth:** Date of birth:** (mm/dd/yyyy)	Rank or title in organization listed in #5 (if "key individual"):**
Other names used (may include nicknames, pseudonyms not listed under "Name"):	Gender:
Current employer and job title:	Occupation:
Address of residence:	Citizenship(s):
Email:	Is the individual a U.S. citizen or legal permanent resident?** Yes ____ No ____

PARTNER INFORMATION FORM INSTRUCTIONS AND NOTICES

Instructions

Part I

Question 1 – Self-explanatory

Question 2- Indicate the proposed type of assistance or mechanism to be utilized by placing a check mark on the line in front of the appropriate term

Question 3 – Enter the estimated amount of award of assistance in U.S. dollars and indicate the start and end date of the program using a mm/dd/yyyy format

Question 4 – Indicate the purpose of the award or assistance. Use additional sheets and attach to page one of the vetting form if necessary

Question 5 a-d – Self-explanatory

Question 6 - "Key individual" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USG-financed program; and (iv) any other person with significant responsibilities for administration of the USG-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements. Complete for each of these four categories or indicate "N/A" if a category does not apply.

Part II

An authorized representative of the Contractor/Grantee/Recipient must read the Certification and print his/her name where indicated, sign where indicated, print his/her title and the name of his/her organization where indicated, and print the date where indicated.

Part III

This section should be left blank. It will be completed by a USG official.

Notices

Privacy Act Statement

The following statement is required by the Privacy Act of 1974 (5 U.S.C. 522). Information in this form is used to conduct screening of individuals and entities as required by applicable U.S. laws and implementing procedures to ensure that USAID funds do not inadvertently provide support to entities or individuals associated with terrorism. Public Law 109-446 §3(b)(2), 18 U.S.C. 2339A, 2339B, 2339C, Executive Orders 13224 and 12947, applicable Homeland Security Presidential Directives and other legislative or executive branch prohibitions on providing support or resources to, or engaging in transactions with, individuals or entities associated with terrorism constitute the authority for collecting this information. In addition, the Foreign Assistance Act of 1961 as amended (22 U.S.C. 2151 et seq.) provides USAID with broad discretion in granting foreign assistance and permits USAID to consider a range of foreign policy and national security interests in determining how to provide foreign assistance.

Disclosure of the information provided on this form will be done in accordance with USAID's System of Records Notice concerning the Partner Vetting System (72FR136) which establishes the routine uses and Privacy Act exceptions which apply to this system.

ATTACHMENT B

SUGGESTED NOTICE LANGUAGE

[The language below is suggested for notices to prime award recipients about proposed subawards. Notices to prime awardees about themselves should be modified as appropriate.]

Notice of Eligibility

I am writing with regard to ______________, which your organization has proposed to receive an award of USAID assistance. USAID has determined that _______________ is eligible to receive such assistance. This determination will remain in effect for three years to _____________.[1] However, USAID reserves the right to rescind this approval in the event that USAID becomes aware of information indicating that the award is contrary to U.S. law or policy prohibiting support for terrorism. Furthermore, a new request for approval will be required if your organization wishes to extend this award or make a new award to ____________ more than 12 months after [INSERT DATE OF FINAL VETTING RESULT].

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with USAID, please promptly notify me in the event of any change in the identity of _____________'s "key individuals." I request that you also notify me if there is a material change in the program or operations of ____________, or any development that might cause USAID to reconsider __________'s eligibility.

Notice of Ineligibility

I am writing with regard to ____________, which your organization has proposed to receive USAID assistance. After careful consideration, USAID has determined that _______________ is not eligible to receive assistance funded by USAID. We encourage you to identify another candidate to receive the proposed assistance.

1 This sentence can be removed if notice applies to direct beneficiaries vetted under Section V.A(4) of the Mission Order.

ATTACHMENT C

CERTIFICATION

By signing and submitting this application, the prospective recipient provides the certification set out below:

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

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

   (a) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: http://www.treas.gov/offices/eotffc/ofac/sdn/t11sdn.pdf, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.

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

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

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

3. For purposes of this Certification –

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

   (b) "Terrorist act" means –

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

(ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or

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

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

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

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

This Certification is an express term and condition of any agreement issued as a result of this application, and any violation of it shall be grounds for unilateral termination of the agreement by USAID prior to the end of its term.

Signed: ______________________________ ________________________

(*Typed Name and Title*) Date

(*Name of Organization*)

ATTACHMENT D

MANDATORY CLAUSE

Prohibition against Support for Terrorism

(a) The Contractor/Recipient is reminded that U.S. Executive Orders and U.S. law prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor/Recipient to ensure compliance with these Executive Orders and laws.

(b) One of the applicable orders is Executive Order 13224, dated September 24, 2001. The website of the Office of Foreign Assets Control (OFAC) of the Department of Treasury contains the text of that order and a list of the individuals and entities designated thereunder. It also contains lists of individuals and entities designated under other anti-terrorism statutes, regulations and Executive Orders. See http://www.treasury.gov/offices/enforcement/ofac/sdn/.

(c) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this contract/agreement: (i) any contract or subcontract in excess of $25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Contractor/Recipient of its legal obligation to comply with applicable Executive Orders and laws.

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

(e) USAID reserves the right to terminate this contract/agreement if USAID determines that the Contractor/Recipient is involved in or advocates terrorist activity or has failed to comply with any of the requirements of this provision.

(f) This provision, including this paragraph (f), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. The Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.

[In addition to the clauses set forth above, the following clause shall appear in each award made directly by USAID and each subaward made by a USAID prime contractor or recipient.]

(g) The Contractor/Recipient agrees to promptly notify USAID's Cognizant Technical Officer (CTO) in the event of any change in the identity of its "key individuals" or in the identity of "key individuals" of any recipient of a subaward described in paragraph (c). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

[In addition to the clauses set forth above, the following clause shall be included in any contract, grant or cooperative agreement awarded by USAID (i.e. USAID prime awards only).]

(h) Before awarding any grant or similar instrument providing [cash or in-kind assistance under this contract][cash assistance under this agreement], the Contractor/Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement/Contracting Officer.

ATTACHMENT E

MANDATORY CLAUSE (UN GRANTS)

[This provision is applicable to grants to the United Nations or UN agencies. It supplements the standard provision entitled "Terrorist Financing Clause (UN Grants) (May 2003)".]

Prohibition against Support for Terrorism (UN Grants)

(a) USAID reserves the right to review, and either approve or reject, the following subawards if proposed under this agreement: (i) any contract or subcontract in excess of $25,000 with a non-U.S. organization or individual; and (ii) any grant or subgrant to a non-U.S. organization or individual, regardless of the dollar value. Furthermore, the written consent of USAID is required before certain other forms of assistance may be provided to a non-U.S. organization or individual. These include in-kind assistance such as renovation of an NGO's facilities, repair or replacement of a company's equipment, and certain training activities. The details of these requirements are described in notices issued by USAID/West Bank & Gaza from time to time. No approval (or failure to disapprove) by USAID shall relieve the Recipient of its legal obligation to comply with applicable laws and regulations.

(b) USAID reserves the right to rescind approval for a subaward in the event that USAID subsequently becomes aware of information indicating that the subaward is contrary to U.S. law or policy prohibiting support for terrorism. In such cases, USAID's Agreement Officer will provide written instructions to the Recipient to terminate the subaward.

(c) USAID reserves the right to terminate this agreement if USAID determines that the Recipient has failed to comply with any of the requirements of this provision.

(d) This provision, including this paragraph (d), shall be included in all contracts, subcontracts and subgrants issued under this agreement. The Recipient shall promptly provide to USAID's Agreement Officer a copy of the pages from each subaward that contain this provision.

[In addition to the clauses set forth above, the following clause shall be included only in the UN grant awarded by USAID, and each subaward directly awarded by the UN recipient.]

(e) The Grantee agrees to promptly notify USAID's Cognizant Technical Officer (CTO) in the event of any change in the identity of "key individuals" of any recipient of a subaward described in paragraph (a). For purposes of this requirement, "key individuals" means (i) principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer and secretary of the board of directors or board of trustees); (ii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president, vice president); (iii) the program manager or chief of party for the USAID-financed program; and (iv) any other person with significant responsibilities for administration of USAID-financed activities or resources. Note that this definition differs from the definition of "key personnel" under contracts and cooperative agreements.

[In addition to the clauses set forth above, the following clause shall be included only in the UN grant awarded by USAID.]

(f) Before awarding any grant or similar instrument providing cash assistance under this agreement, the Recipient shall (1) obtain from the proposed subawardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2)," and (2) provide a copy of the certification to USAID's Agreement Officer.

ATTACHMENT F

RESTRICTION ON FACILITY NAMES

(a) No assistance shall be provided under this contract/agreement for any school, community center or other facility that is named after any person or group of persons that has advocated, sponsored or committed acts of terrorism. This includes any facility that has "shuhada" or "shaheed" ("martyr" or "martyrs") in its name, unless an exception is approved by the USAID Mission Director. In any case where assistance is proposed for a facility that is named after, or is planned to be named after, a person or group of persons, the Contractor/Recipient shall provide to USAID's cognizant technical officer (CTO) written information about the person(s) or group and shall not proceed with the assistance unless or until the CTO has provided written approval therefor. This restriction applies to all forms of cash or in-kind assistance, including construction services, equipment, supplies, technical assistance, and training.

(b) In case of any failure to comply with this restriction, USAID may disallow any or all costs incurred by the Contractor/Recipient with respect to the facility and, if necessary, issue a bill for collection for the amount owed. This is in addition to any other remedies that may be available to USAID for such noncompliance.

(c) This provision, including this paragraph (c), shall be included in all contracts, subcontracts, grants and subgrants issued under this contract/agreement. The Contractor/Recipient shall promptly provide to USAID's Contracting/Agreement Officer a copy of the pages from each subaward that contain this provision.