

PART I – THE SCHEDULE

effort. The deliverable LOE also does not include one-time contract start-up labor and administrative and support staff labor, which are allowable direct costs but are to be accounted for separately from the deliverable LOE."

This is an unaccompanied post. Family accommodation shall not be supported by USAID, even if this changes to an accompanied post over the period of performance of the SUPPORT contract. Based upon the *projected* needs of the Mission, the following are the *labor categories included in the level of effort to be delivered*.

LONG-TERM TECHNICAL ASSISTANCE - EXPATRIATE OR LOCAL PROFESSIONAL

Except for the Chief of Party, these positions may be filled by either expatriate or cooperating country national (also referred to as CCN or local) employees

Chief of Party: U.S. citizen expatriate development professional responsible for the overall management, liaison, and coordination with USAID. This person should have at least 15 years of international development programming and management experience, able to recruit and supervise short-term U.S., third country and local experts for evaluations, monitoring, with excellent development analysis and communications skills, and able to represent the Contractor in meetings with senior Mission, Embassy, Congressional Delegations (CODELS)/VIPs and GIROA officials. S/he *shall* have excellent reporting, writing, and presentation skills. The COP *shall* be familiar with standard business IT applications, ensure quality oversight of all products provided by SUPPORT, including those from short-term experts for evaluations and other assignments, and be able to interact effectively with Mission, Embassy, and GIROA officials. Knowledge of relevant federal regulations and procedures is preferred. Preference should be given for knowledge and work experience in post-conflict countries.

Deputy Chief of Party: This person should have 10 years in international development. S/he *shall* be able to fill the roles fully of the Chief of Party in their absence over leave or temporary travel. S/he *shall* have good leadership skills, be familiar with financial systems and administrative procedures, experienced in operational and organizational management, personnel management and supervision, demonstrated ability to conduct multi-tasking, be familiar with standard/office IT applications. Skills in general administration and management of logistics are desirable. Experience in effective interaction with Mission, Embassy, and host country government is desired. In the absence of the Chief of Party, the incumbent *shall* perform as Acting Chief of Party. S/he *shall* have excellent reporting, writing, and presentation skills. Knowledge of USAID regulations and procedures is preferred; and preference should be given for knowledge and work experience in post-conflict countries. This individual shall be subject to US Embassy Security background check.

MIS/GIS Specialist: This person should have an MS degree in geography, MIS/GIS, with 10 years working experience in the relevant field. He/she *shall* provide overall SUPPORT MIS/GIS direction, enhancing Mission MIS capabilities, and will liaise with USAID, AIMS and other GeoBase- and GIS-related entities. He/she *shall* direct GIS design, training, implementation, maintenance and producing maps.

Sr. M&E Specialist: This person should have a degree in international development or related field; minimum ten years of experience in M&E systems design, performance measurement, indicator selection, quantitative and qualitative data collection, analysis, assurance, and database management; minimum ten years of experience designing, managing, and implementing development projects at a senior level; experience in conflict or post-conflict countries; excellent knowledge of M&E, organizational learning, and impact evaluation methodologies, trends, and USAID operations; demonstrated leadership skills; ability to manage special projects, take initiative, and undertake complex assignments; strong analytical skills and excellent verbal and written communications skills; ability to produce quality monitoring and evaluation reports and ability to work under pressure and meet tight deadlines; and, an expert in providing training. The Sr. M&E specialist will train and supervise a team of 5 short term Afghan staff on awareness and application of project monitoring techniques and approaches. In close conjunction with USAID/A and OPPD, the manager will also take an active role in promoting M&E standards of performance management planning, design, and implementation, including data collection, data liaison, quality assurance, analysis, reporting and presentation. The M&E Specialist will be expected to

PART I – THE SCHEDULE

travel extensively with the team throughout the country in areas which are challenging. The Sr. M&E Specialist will replace the M&E team leader as and when needed.

DOC Specialist: *This person should have at least an MA degree in journalism, media development, or other relevant field with 10 years working experience in the relevant field. He/she must also have significant website development experience. He/she shall provide support to USAID DOC in the development, design, planning and delivery of outreach and communication content, support the development and implementation of partner communication conferences and workshops, and participate in drafting/designing strategic plans and analysis. He/she shall have demonstrated knowledge in design and implementation of public outreach and communication, and public education mechanisms; design and implementation of outreach and communications strategies, key messages, providing technical directions and guidance required to adequately target diverse audiences in Afghanistan and the U.S.; ability to work in complex environments (experience in post-conflict environments is required), ability to handle multi-tasking, and work in multi-cultural and multi-ethnic environments. In-depth knowledge in desktop publishing software packages required. The DOC Specialist will be fully embedded in the USAID Mission, but shall not have clearance to use the Mission SBU Network/IT system. He/she will share documents with the Mission DOC staff and will be given work orders by the Head of DOC.*

Program Design and Monitoring and Evaluation Team Leader: *This person should have at least 10 years of international experience and demonstrated knowledge in program/activity and strategy designs; design and implementation of performance monitoring tools & mechanisms (performance output and impact indicators); information/data gathering, data quality assurance, and results reporting; conducting (impact) evaluations & assessments; conducting surveys and analysis, and, expert in providing training. S/he needs to have a good track-record in providing technical and programmatic guidance to diverse stakeholders on optimal mechanisms and methodologies for quality performance monitoring, data validations, planning, quality controls, accountability mechanisms, assessments and evaluations. Experience in operating in complex, post-conflict environments, with multi-cultural and multi-ethnic setting is required.*

LONG-TERM TECHNICAL ASSISTANCE - LOCAL PROFESSIONAL

These positions are to be filled by cooperating country (local) employees

Translator: *This person should have a BA degree in literature and English language with five years experience in translation with local or international organizations. Complete knowledge of local languages manly Dari and Pashtu. He/she performs translations in Dari/Pashto and English and/or reviews translations and provide interpretation services as requested by the management. This includes editing and/or proofing in-house and/or outsourced translations, and providing abstracts of translated documents or full translations.*

MIS/GIS Specialist:

This person should have a University degree in Computer Science or Management Information Systems with five years experience working on MIS/GIS system in national and international organizations. She/he shall perform detailed data review and correction, communicate and coordinate data validation with a variety of information providers and customers, create GIS datasets from text descriptions, coordinate strings and sketches, develop mapping and ensure that the ArcGIS system is properly maintained and operational.

M&E Specialist: *This person should have a University degree in development and seven years working experience in monitoring and evaluation and program/project development. He/she shall assist the M&E team leader and Sr. M&E Specialist in design, plan and implement third party monitoring and evaluations. Review field monitoring and evaluation reports. Participate in data collection, analysis, and liaison.*

PART 1 – THE SCHEDULE

SHORT TERM TECHNICAL EXPERTISE

The contractor shall provide short term expertise, which shall be available on demand and scheduled as part of the work order approval process *in the following technical specialties*:

Peace & security – PRT portfolio including stabilization and community development projects in insecure and transitional areas, counter narcotics.

Governing justly & democratically – portfolio includes local governance training, independent media, rule of law, parliamentary strengthening, political parties, and civil society organizations strengthening projects.

Investing in people – comprehensive capacity building program for public and private sectors, NGOs, and universities, and participant training in the U.S., third countries and in-country; as well as health and education (including girls' education, literacy and youth) projects.

Economic growth – infrastructure (especially energy and roads); small and medium enterprise development and micro-credit, trade and investment, public-private partnership, agriculture, alternative livelihoods, Environment, biodiversity, and provincial and urban strategic planning.

Humanitarian response - managing emergencies, natural disasters, food security.

Monitoring and evaluation - performance management plan (PMP), data quality, results frame work, development results impact, outcome and output indicators, index, data definition and collection, specialist in evaluation, research and analysis. Appropriate experience in a relevant foregoing technical specialty described above is also required.

Field Monitors - monitoring project performance and activities, and verify outputs through visiting project sites, meeting with beneficiaries, and conducting interviews for survey. They are at least 12th grade graduates, with basic English language skill, and having five years working experience in monitoring project, reporting and data collection with development organizations. They are skilled in interviewing people and filling questionnaires.

Meeting, conference, and workshop facilitation – Appropriate facilitation experience along with requisite technical experience appropriate to the meeting, conference or seminar. Facilitation could include moderation, and producing written minutes and results.

Local translators - mid-level professionals with (or qualified to obtain) security background checks, and that can accurately discuss development topics in the Mission portfolio in Dari, Pashto and English. The U.S. Government prefers that Afghan locals be employed in roles such as these, but actual individuals remain at the discretion of the contractor.

VI. LOGISTIC SUPPORT**a. Provided by Contractor****1. Kabul Office**

The contractor shall lease a facility with close proximity to the US Embassy in Kabul. In addition to space and equipment for long-term and short-term staff, the Contractor shall provide at least two meeting rooms that can be used for workshops and conferences. One of these meeting rooms should be able to accommodate approximately 45 persons. The other meeting room should seat at least 15 persons. Also, STTAs could use these facilities for team meetings and prep work. These rooms must have overhead projectors, internet access and simultaneous translation equipment. No teleconferencing facilities are needed.

2. Offices in Kandahar and Jalalabad

In each location, the Contractor shall provide a liaison office/guesthouse to support SUPPORT II operations such as field monitoring and evaluation teams. Each facility should have six rooms including a small kitchen, four single bedrooms, a small office, plus a conference room for 12 people. Meals shall be provided and the facility

PART I – THE SCHEDULE

shall be equipped with a generator, computers, basic printer/copier, internet, furniture, and staffed with the following personnel:

One Office manager
Guards
One cook/cleaner

3. RSO Security Requirements

Since USAID U.S. citizen and TCN employees will periodically use Contractor-provided facilities in Kabul and elsewhere as specified herein, such facilities must meet security requirements specified by the U.S. Embassy Regional Security Office following U.S. Department of State Foreign Affairs Handbook (FAH) 12-5. Contractor facilities must meet facility security requirements in FAH 12-5. In addition to contractor expatriate staff, the following are the maximum expatriate persons allowed at USAID-sponsored conferences, meetings, seminars, and overnight lodging:

Kabul facility: 40 expatriate persons for up to eight hours-no overnight USAID guest lodging. Kandahar and Jalabad facilities: 6 expatriates, including overnight USAID-sponsored guest lodging. The Contractor must consider the sum of both its staff and USAID-sponsored persons in deriving the maximum expatriate presence for determining the specific FAH 12-5 facility security requirements which will apply to each of its facilities."

After award of the Contract, the USAID Safety and Security Office will survey properties proposed for lease by the Contractor and will provide specific facility security requirements. These requirements will be incorporated into the Contract through a negotiated Contract modification which will provide additional cost and fixed-fee for these requirements. Such adjustment shall be offset by any cost or fee estimated in the Contractor's original proposal for facility security.

b. Provided by USAID

1. Government Furnished Property

USAID shall provide the Government-Furnished Property (GFP) shown in Attachment J.6 for us of the Contractor in performing the work. The Contractor shall utilize this property in lieu of purchase of new property if using such property is beneficial in terms of cost and utility. The property is located in Kabul and the Contractor is responsible for all costs related to making the property available for use, such as payment of all transportation, installation or rehabilitation costs.

2. DOC Specialist Support

USAID shall provide office space, equipment and furniture for the DOC Specialist, but he/she shall not have clearance to use the Mission SBU Network/IT system.

c. All other logistic support for the contract shall be provided by the Contractor.

VII. SECURITY

Contractor shall comply with all GIRA and U. S. Government civilian/ military agency security policies and orders including Change of Mission – Fragmentary Order (COM/FRAG) as they relate to Contractor's work under this Contract. Further, Contractor shall be fully familiar and compliant with the requirements and procedures of FAR clause 52.225-19, Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States, incorporated by reference in Section I of this Contract.

PART I – THE SCHEDULE

Contractor is advised that, as a result of Presidential Decree #62, armed guard services and weapons possession needs under this Contract must be coordinated through the Afghan Ministry of Interior's Afghanistan Public Protection Force (APPF). At the time of award of this Contract, procedures for obtaining these needs are in transition and Contractor shall closely monitor APPF procedural requirements and comply as required. Contractor shall initiate discussion with APPF regarding needs as soon as possible. The APPF will require Contractor to prepare and submit information on several forms. After receipt, APPF will discuss Contractor's specific needs in a personal interview. At the time of award of this Contract, the contact persons for this process are Colonel Mohammad Maroof, General Manager of Plans and Statistics, APPF, 0799-310-322, and Col. Shir Ali who is the Deputy of Plans and Statistics, APPF, 0799-843-165. (Note: Both are more comfortable communicating in Dari). USAID's Safety and Security Office will assist with the process and can be reached at kabulaidssso@usaid.gov.

The Contractor shall be responsible for providing all life-support and security services required for its personnel deployed to work locations. The Contractor responsibilities shall include all life support, communications, and transportation of materials, personnel, and equipment to work sites. The Contractor may be required to provide the same life-support and security services for USAID personnel when so required in a work request. In addition, the Contractor shall be responsible for maintaining the security of its personnel, materials, and equipment.

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

[END OF SECTION C]

PART I – THE SCHEDULE

SECTION D PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

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

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

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

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

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

Program Name: Services under Program and Project Office for Results Tracking Phase II (SUPPORT II)

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

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

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

D.3 BRANDING AND MARKING POLICY

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

The Branding Implementation and Marking Plan for the USAID/Afghanistan Services Under Program and Project Office for Results Tracking Phase II is attached as Attachment J.1.

[END OF SECTION D]

PART I – THE SCHEDULE

SECTION E INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

E.2 INSPECTION AND ACCEPTANCE

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

E.3 PERFORMANCE STANDARDS

Annual evaluation of the Contractor's overall performance shall be conducted jointly by the COR and the Contracting Officer, in accordance with FAR 42.15 and AIDAR 742.15, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

E.4 MONITORING AND EVALUATION PLAN

The COR in the Office of Program and Project Development shall establish a Steering Committee with a representative from each technical office in the Mission. The Committee shall meet at least on a semi-annual basis, to review recommendations for improvements if needed.

[END OF SECTION E]

PART I - THE SCHEDULE

SECTION F DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)

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

F.2. PERIOD OF PERFORMANCE

The period of performance for this contract is one year from award date, with four one-year option periods of performance.

F.3 PLACE OF PERFORMANCE

Performance of this contract shall be primarily in Afghanistan. *The Contractor shall establish a main office and expatriate staff housing in Kabul, an office-guesthouse facility in Kandahar, and an office-guesthouse facility in Jalalabad. It is anticipated that key personnel shall be based in offices located in Kabul. Activities to be supported shall be within Kabul and districts throughout Afghanistan.*

F.4 DELIVERABLES

Required deliverables resulting from the tasks outlined in the Statement of Work (section C) are set forth below. *Reports shall be delivered to the COR unless specified otherwise below.*

a. REPORTS

Performance Monitoring Support		Due Date/Frequency
1	Revised "USAID/Afghanistan Performance Management Plan 2011-2015 and annual updates for the remaining years of the contract.	Within 120 days after award.
2	Updates to PMPs in conjunction with the semi-annual portfolio review process to reflect changes in strategy, targets and/or activities.	Semi-annually
3	Semi-annual PMP Data Quality Assessment Report.	30 days after Semi-annual portfolio review.
4	Provide a report recommending streamlined processes and procedures for generating data/information reports that require multiple formats as required by USAID/W, the State Department, GIRA, and other USG agencies as applicable.	Within 120 days after award.

PART I – THE SCHEDULE

5	<p>Third-party field monitoring plan based on the following:</p> <p>i. Prepare a field monitoring plan, and assemble teams of field monitors charged with assessing Mission-funded project activities and verifying related data. The plan shall describe methods for data collection (e.g. field visits, implementing partner data, beneficiary interviews, interviews with key stakeholders, etc.) and the necessary tools for data/information gathering (reply forms, questionnaires, tabulation forms, etc.).</p> <p>ii. As specified by the COR, coordinate with USAID/Afghanistan implementing partners to develop systems to help ensure consistent, reliable and timely reporting and data collection methodologies.</p> <p>iii. Analyze reporting mechanisms used by USAID/Afghanistan's implementing partners to identify any systemic delays. Provide USAID/Afghanistan with recommendations regarding possible corrective measures.</p> <p>iv. At quarterly intervals, report on the status of key indicators identified for each USAID/Afghanistan Assistance Objective.</p> <p>v. Prepare thematic situational reports focused on a specific region, such as Regional Command South, or functional area/sector, such as agriculture, infrastructure, etc.</p>	<p>60 days following the contract award date.</p> <p>Before end of year 1.</p> <p>Quarterly</p> <p>Quarterly</p> <p>Monthly</p>
6	<p>An Annual Evaluation Plan that at minimum outlines all the evaluation activities to be carried out each fiscal year, timeframes, and resources needed for each activity. This plan shall be developed in consultation with OPPD and the Mission's technical offices, due within 60 days of contract award, and submitted to the USAID SUPPORT COR for concurrence. The Contractor shall work with USAID SUPPORT COR to update this plan semi-annually in conjunction with the Mission's semi-annual Portfolio Reviews.</p>	<p>60 days after award; updates to be done Semi-annually.</p>
7	<p>Fifteen or more evaluation reports per year.</p>	<p>Annually</p>
8	<p>Reports which can be presented to the Ministry of Finance on the following aspects of the USAID program:</p> <ul style="list-style-type: none"> • Amount and percentage of assistance channeled through the GIROA Budget. • Amount and percentage of assistance channeled through Afghanistan private sector and other modalities such as NGOs. 	<p>Annually</p>

PART I – THE SCHEDULE

Project/Program Design		
9	<ul style="list-style-type: none"> Final reports fully cleared through OPPD and Mission technical offices, which adhere to the reporting requirements outlined in the respective SOWs requesting the support activity. 	Five days upon completion of each activity.
	<ul style="list-style-type: none"> Out brief presentations by the teams of subject matter experts or STTA teams carrying out specific assignments. 	Ten days before completion of each activity.
	<ul style="list-style-type: none"> Submission by the Contractor of final reports to the USAID reports clearinghouse as per USAID's Automated Directives System (ADS). 	Ten days after submission of final reports to USAID Afghanistan.
Logistical Support		
10	A plan for leasing, upgrading and operation of the Contractor's conference/meeting facilities. This plan shall include the physical improvements that shall enable the facility to conform to RSO prevailing acceptable standards for security (e.g. guarded, walled compound, with blast film on windows).	Within 45 days of the award.
Communications and Outreach Support		
11	Long term TA in the DOC office on a daily basis. This shall include web-publishing and editing, editorial support on Mission briefer packages including provincial and/or sectoral briefing materials, bi-weekly updates, and briefing books for VIP visits.	TA required 30 days after award on a daily basis till close of project.
	<ul style="list-style-type: none"> Edited, and formatted USAID Afghanistan bi-weekly reports; mission briefer packages including provincial and sector briefers; briefer Packages for VIP visits 	Weekly updates through life of project
Translation Services		
12	Translated documents varied widely from simple letters to provincial briefers to textbooks to articles to audio transcriptions.	Upon request by the Mission.
Information Management		
13	<ul style="list-style-type: none"> Provide the Mission with a process that enables the Mission to enhance information collection procedures, identify duplications (data, systems or approaches), and systematically collect information in standardized and consolidated formats agreed upon by the mission. 	Quarterly
	<ul style="list-style-type: none"> Quality review, validate, and update collected information in systematic manner, and provide any comments or recommendations on mission management information efforts where necessary. 	Quarterly
	<ul style="list-style-type: none"> Provide data entry support services into the mission's identified Management Information Systems (MIS) for any collected, historic or available information whenever needed. 	Weekly
	<ul style="list-style-type: none"> Provide Global Information System (GIS) data collection process, 	Weekly

PART I – THE SCHEDULE

	organization and quality improvement and provide USAID/Afghanistan with spatial data archive on project and baseline spatial datasets.	
	<ul style="list-style-type: none"> Coordinate with USAID technical offices, Implementing Partners, and Field Program Officers (FPOs) to obtain data necessary to respond to data requirements and produce desired maps as required by the Mission. 	Weekly
	<ul style="list-style-type: none"> Conduct information requirements analysis through field visits and interviews with USAID Program office, Field Program Officers and Implementing Partners working throughout Afghanistan. 	Monthly and upon demand by mission technical offices.
Work Plans		
14	The following shall be submitted to the COR for review and concurrence:	
	<ul style="list-style-type: none"> First Year Work plan 	45 days after award
	<ul style="list-style-type: none"> M&E plan to assess the performance of the <i>contract work</i> and whether or not targets are being achieved and if they should be adjusted 	45 days after contract award
	<ul style="list-style-type: none"> Annual Work plan 	30 days after anniversary date of award for each year; with quarterly updates.
Contract Performance/Progress Reports – to COR w/copy to CO		
15	<ul style="list-style-type: none"> Bi-Weekly Activity Updates: The contractor shall submit bi-weekly activity updates to the COR at the end of every two weeks. This shall cover key activities carried out and any significant issues noted during the two week period. Quarterly Activity Reports: This shall cover a 90 day period and should be submitted to the COR no later than the 21st day after the close of the quarterly reporting period. <i>It shall include actual level of effort expended to date by labor categories in b, below, and shall highlight key accomplishments, successes, progress made, problems, and challenges during the reporting period. It should also have recommendations for tasks that need to be included/updated during the quarterly work plan updates.</i> 	Bi-weekly.

PART I – THE SCHEDULE

	Quarterly Financial Reports: required every 90 days, based on the standard USAID's quarterly reporting schedule. This shall be submitted two weeks after the end of the quarterly reporting period. This report shall compare actual against projected expenditures. It shall contain a summary page that reflects cumulative spending to date, a pipeline analysis, and variance analysis. The contractor shall include a brief note on any significant accrued expenditure for the quarter that has not yet been billed, to enable the COR to track expenditures accurately.	
	<ul style="list-style-type: none"> Special Reports: as required and shall be submitted upon request by the COR. 	As required.
	<ul style="list-style-type: none"> Annual Reports: This should include in detail the key accomplishments, successes, progress made, problems, and challenges during the yearly reporting period. It should include performance highlights for the reporting period and set some goals/targets for the subsequent year. 	Due 30 days after anniversary date of award.
	<ul style="list-style-type: none"> Contract Closeout and Demobilization Plan: This plan shall include a proposed Property Disposition Plan, a plan for the phase-out or handover of in-country operations, a delivery schedule for all reports or other deliverables required under the Contract and a timetable for completing all required actions in the Contract Closeout and Demobilization Plan, including the submission date of the final Property Disposition Plan to the Office of Acquisition and Assistance (OAA) 	Due 60 days prior to contract expiration date.
	<ul style="list-style-type: none"> Final Report: This shall cover the entire life of Contract and shall contain financial, activity accomplishments, as well as challenges encountered. <i>Contractor shall provide a draft by 30 days prior to the contract completion date.</i> 	<i>By contract completion date.</i>

b. PROFESSIONAL LEVEL OF EFFORT

(1)The contractor shall provide the following level of effort of direct employee, consultant, or subcontractor labor for the period specified in the clause, Period of Performance, above. This total level of effort is organized by labor category below. *Effort not expended in any year may be carried over to the following year.*

(2)The number of *person-hours* for any labor category may be used in any other labor category, subject to the prior written approval or direction of the COR. Once the total level of effort for all years has been delivered, this contract is complete.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

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

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

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

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

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

(2) An internal control system.

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

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

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

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

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

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

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

(1) Monitoring and auditing to detect criminal conduct;

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

- (D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.
- (E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.
- (F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).
- (1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.
- (2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.
- (3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.
- (4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.
- (G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.
- (d) *Subcontracts.*
- (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5,000,000 and a performance period of more than 120 days.
- (2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

1.8 52.204-7 CENTRAL CONTRACTOR REGISTRATION

As prescribed in 4.1105, use the following clause:

CENTRAL CONTRACTOR REGISTRATION (FEB 2012)

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

I.9 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.

As prescribed in 4.1403(a), insert the following clause:

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

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

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

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

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

(1) *Salary and bonus.*

(2) *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board's Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

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

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

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

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

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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

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

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year in the Central Contractor Registration (CCR) database via <https://www.acquisition.gov>, if—

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

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

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

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

1.10 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

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

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

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

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

(2) *Examples.*

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

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

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

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

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

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

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

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

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

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

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

I.11 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS.

As prescribed at 9.104-7(c), insert the following clause:

UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

I.12 52.216-8 FIXED FEE.

As prescribed in 16.307(b), insert the following clause:

FIXED FEE (JUN 2011)

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

(End of clause)

I.13 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

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

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

I.14 52.222-50 COMBATING TRAFFICKING IN PERSON (FEB 2009)

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

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

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

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

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

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

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

- (1) Notify its employees of—
 - (i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and
 - (ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and
- (2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

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

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

- (1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;
- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

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

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

I.15 52.225-19 CONTRACTOR PERSONNEL IN DESIGNATED OPERATIONAL AREA/SUPPORTING DIPLOMATIC/CONSULAR MISSION OUTSIDE UNITED STATES (MAR 2008)

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

(i) In a designated operational area during—

A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

(ii) When supporting a diplomatic or consular mission—

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

(e) Preliminary personnel requirements.

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

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

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

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

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

(iv) All personnel have received—

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

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

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

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

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

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

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

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

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

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

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

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

(f) Processing and departure points.

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

(g) *Personnel data.*

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

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

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

(i) *Weapons.*

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

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

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

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

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

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

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.*

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

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

(o) Mortuary affairs.

Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

(p) *Changes.*

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

(q) *Subcontract.*

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

(1) In a designated operational area during—

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

(2) When supporting a diplomatic or consular mission—

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

I.16 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

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

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

I.17 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

I.18 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

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

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

I.19 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (July 2007)

(Pursuant to class deviation OAA-DEV-2006-1c)

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

- (a) Contractors must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID shall reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer shall determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.
- (b) Exceptions.
 - (i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.
 - (ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.
- (d) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

I.20 752.7101 VOLUNTARY POPULATION PLANNING ACTIVITIES (JUNE 2008)

- (a) Requirements for Voluntary Sterilization Program. None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.
- (b) Prohibition on Abortion-Related Activities.
 - (1) No funds made available under this contract shall be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term "motivate", as it relates to family planning assistance, shall not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options.

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

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

I.21 752.225-70 SOURCE AND NATIONALITY REQUIREMENTS

As prescribed in 725.704, insert the following clause:

Source and Nationality Requirements (FEB 2012)

(Class Deviation No. OAA-DEV-12-01c)

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

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

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

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

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

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

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

ATTACHMENT J**J.1 BRANDING IMPLEMENTATION AND MARKING PLAN FOR THE USAID/AFGHANISTAN SERVICES UNDER PROGRAM AND PROJECT OFFICE FOR RESULTS TRACKING PHASE II (SUPPORT II)**

This document sets out the branding and marking strategy that Checchi and Company Consulting, Inc. will implement for the SUPPORT II Project to ensure that a wide range of Afghan citizens – including direct beneficiaries–understand that the assistance provided through the Project is “From the American People and by USAID.” It applied to all Project events and materials as described in the technical proposal.

The general Checchi policy is to include USAID branding on all products of the Project and to use such branding in other situations that will enhance the visibility and value of U.S. foreign assistance, unless a waiver has been obtained from USAID. Therefore, all commodities or equipment; printed, audio visual or electronic public communications, studies, reports, publications, web sites, and all promotional and informational products and events paid for with Project funds must be marked appropriately with the Standard Graphic Identity or USAID Identity in a size and prominence equal to (or greater than) any other logo or identity. When appropriate, the branding may acknowledge other organizations deemed as partners of an event or deliverable. The organizational logos of Checchi and its subcontractors will not be included on Project materials (except business cards). Branding guidelines for Project products will be taken from the most recent version of the Graphic Standards Manual for the U.S. Agency for International Development (USAID) available from the Project’s Executive Office or at <http://www.usaid.gov/branding/>.

The Chief of Party (COP) will be designated as the branding coordinator and will provide staff with information and guidance on branding policies as well as branding supplies. Waivers from branding requirements must be requested from the COP, who is the only person authorized to seek a branding waiver from USAID.

A waiver from branding requirements may be requested through the COP when branding would compromise the independence or neutrality of a program or materials; diminish the credibility of reports, analysis, etc. whose data or findings must be seen as independent; undercut cooperating country government “ownership” of laws, policies, studies, or other communications; impair the functionality of an item; incur substantial costs or be impractical, such as items too small or otherwise unsuited for individual marking; offend local cultural or social norms; or conflict with international law¹.

The table on the following page highlights the appropriate marking for each communication tool/deliverable that will be used to communicate and promote the SUPPORT II Project to the different target audiences.

¹ http://www.usaid.gov/branding/marketing_faq.html#mp

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

Communication Tools / Deliverables	Marking Plan
Commodities and equipment	Prominent display of USAID identify, and, where appropriate, the host-country symbol or ministry logo.
Physical program or activity sites	Prominent display of USAID sign. If under refurbishment or construction, temporary signs bearing USAID identify will be prominently displayed.
Roundtable discussions and teambuilding workshops	Signs and banners will display USAID identify.
Town hall meetings and presentations to citizens and citizen action groups	Signs and banners will display USID identify.
Press releases and press conferences	Signs and banners will display USAID identify in press conferences. Press releases will be reviewed by USAID.
Request articles in the local press designed to reach decision-makers	If not authored, reviewed or edited by USAID, marking will include the following: "This article is made possible by the generous support of the American People through the United States Agency for International Development (USAID). The contents of this article are the sole responsibility of Checchi and Company Consulting, Inc. and do not necessarily reflect the views of USAID or the United States Government."
Public seminars, conferences and workshops	Signs and banners will display USAID identify.
Training courses	Signs and banners will display USAID identify. Course materials will be reviewed by USAID.
Panel discussions on local radio and television stations	Audio tag in the local language will state "Made possible by USAID: from the American people."
Project Website	"This website is made possible by the generous support of the American People through the United States Agency for International Development (USAID). The contents of this website are the sole responsibility of Checchi and Company Consulting, Inc. and do not necessarily reflect the views of USID or the United States Government."

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

Communication Tools / Deliverables	Marking Plan
Newsletters, studies, project reports and other key documents	If not authored, reviewed or edited by USAID, marking will include the following: "This article is made possible by the generous support of the American People through the United States Agency for International Development (USAID). The contents of this report are the sole responsibility of Checchi and Company Consulting, Inc. and do not necessarily reflect the views of USAID or the United States Government."

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

ANNEX B-USAID Information Form

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

Staff member who initiated request	
Project name	
Date submitted for screening	

(Use additional continuation sheets as necessary):

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH

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

INFORMATION FORM INSTRUCTIONS

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

Part I

Question 1 – Self-explanatory

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

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

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

Question 5 a-g – Self-explanatory.

Attach a copy of the relevant Afghan business license.

Question 6 - “**Key Individual**” means (i) Any large shareholder: defined as owning 10% or more of an equity stake in the organization, whether publically or privately held; (ii) Principal officers of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees); (iii) The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director; president, vice president); (iv) The program manager or chief of party for the USAID-financed program; and (v) Any other person with significant responsibilities for administration of USAID financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(iv). For Private Security Companies, this would include leadership roles down to the level of field commanders). Complete for each of these four categories or indicate “N/A” if a category does not apply. Use additional pages as needed. Attach copies of photo ID for each “key individual”.

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

Part II

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

Part III

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