

**UNITED STATES OF AMERICA  
AGENCY FOR INTERNATIONAL DEVELOPMENT**

<b>1. Country of Performance</b> Afghanistan-205	Adv. & Asst. Services Yes (x)   No [ ]
<b>2. Contract (Incorporating FAR and AIDAR Clauses)</b> Contract No. AID-OAA-I-10-CC002      Order No. AID-305-TO-12-CC004	
<b>NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED AND EXECUTIVE ORDER 11223</b>	
<b>3. CONTRACTOR (Name and Address)</b>  Management Systems International 650 Water Street S.W., Washington D.C. 20024  TIN: 52-1215011 DUNS: 048407559	<b>4a. ISSUING OFFICE</b> USAID/Afghanistan, OAA U.S. Embassy Great Masoud Road Kabul, Afghanistan
<b>4b. ADMINISTRATION OFFICE</b> USAID/Afghanistan, OAA U.S. Embassy Great Masoud Road Kabul, Afghanistan	<b>5. TECHNICAL OFFICE</b>  Stabilization Unit, USAID/Afghanistan U.S. Embassy Great Masoud Road Kabul, Afghanistan
<b>7. EFFECTIVE DATE</b> Mar 14, 2012	<b>6. PAYING OFFICE - SUBMIT INVOICE TO</b>  See Section B 4
<b>9. ACCOUNTING AND APPROPRIATION DATA</b>  See Section A	
<b>10. The United States of America, represented by the Contracting Officer signing this Order, and the Contractor agree that (a) this Order is issued pursuant to the Contract specified in Block 2 above and (b) the entire Contract between the parties hereto consists of this Order and the Contract specified in Block 2 above</b>	
<b>11a. NAME OF CONTRACTOR</b> BY _____	<b>11b. UNITED STATES OF AMERICA</b> Agency for International Development  BY _____
NAME  TITLE  DATE	NAME  TITLE  DATE



<b>SECTION A – ACCOUNTING AND APPROPRIATION SUMMARY . . . . .</b>	<b>4</b>
A.1 GENERAL . . . . .	4
A.2 SPECIFIC . . . . .	4
<b>SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS . . . . .</b>	<b>5</b>
B.1 PURPOSE . . . . .	5
B.2 CONTRACT TYPE . . . . .	5
B.3 BUDGET and CEILING PRICE . . . . .	5
B.4 PAYMENT . . . . .	5
<b>SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK . . . . .</b>	<b>7</b>
C.1 OBJECTIVES . . . . .	7
C.2 TECHNICAL REQUIREMENTS AND TASKS . . . . .	7
C.3 Key Personnel . . . . .	20
<b>SECTION D – PACKAGING AND MARKING . . . . .</b>	<b>23</b>
D.1 AIDAR 752.7009 MARKING (JAN 1993) . . . . .	23
D.2 BRANDING STRATEGY . . . . .	23
D.3 BRANDING AND MARKING POLICY . . . . .	24
<b>SECTION E - INSPECTION AND ACCEPTANCE . . . . .</b>	<b>25</b>
E.1 TASK ORDER PERFORMANCE EVALUATION . . . . .	25
<b>SECTION F – DELIVERIES OR PERFORMANCE . . . . .</b>	<b>26</b>
F.1 PERIOD OF PERFORMANCE . . . . .	26
F.2 DELIVERABLES/ REPORTS . . . . .	26
F.3 WORKDAYS ORDERED . . . . .	28
F.4 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS . . . . .	30
F.5 PLACE OF PERFORMANCE . . . . .	30
F.6 AUTHORIZED WORK DAY / WEEK . . . . .	30
F.7 PERFORMANCE STANDARDS . . . . .	30
<b>SECTION G – TASK ORDER ADMINISTRATION DATA . . . . .</b>	<b>31</b>
G.1 CONTRACTING OFFICER'S AUTHORITY . . . . .	31
G.2 TECHNICAL DIRECTION . . . . .	31
G.3 ACCEPTANCE AND APPROVAL . . . . .	31
G.4 INVOICES . . . . .	31
<b>SECTION H – SPECIAL TASK ORDER REQUIREMENT . . . . .</b>	<b>32</b>
H.1 KEY PERSONNEL . . . . .	32
H.2 AUTHORIZED GEOGRAPHIC CODE . . . . .	32
H.3 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992) . . . . .	32
H.4 GOVERNMENT FURNISHED FACILITIES OR PROPERTY . . . . .	32
H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY . . . . .	33

H.6	CONTRACTOR’S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS . . . . .	33
H.7	PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21) . . . . .	33
H.8	EXECUTIVE ORDER ON TERRORISM FINANCING . . . . .	33
H.9	REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE . . . . .	34
H.10	USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004) . . . . .	35
H.11	752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984) . . . . .	35
H.12	ENVIRONMENTAL COMPLIANCE . . . . .	36
H.13	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004) . . . . .	36
<b>SECTION I- CONTRACT CLAUSES . . . . .</b>		<b>38</b>
I.1	Reference Analytical Services III IQC . . . . .	38
I.2	52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. . . . .	38
I.3	52.243-3 Changes Time and Materials or Labor-Hours (Sept 2000) . . . . .	40
I.4	52.246-6 Inspection Time and Material and Labor Hour (May 2001) . . . . .	41
I.5	AAPD 10-04 Use of Synchronized Pre-deployment and Operational Tracker (SPOT) for Contractors Supporting a Diplomatic or Consular Mission Outside the United States (supplement to FAR 52.225-19) . . . . .	43
I.6	52.225.13 Restrictions on Certain Foreign Purchases (June 2008) . . . . .	43
I.7	Certification Regarding Provision of Support to Persons Engaged in Terrorism . . . . .	44
I.8	4-14.001 Information for Non-US contractors, subcontractors, and key individuals. . . . .	46

## **SECTION A – ACCOUNTING AND APPROPRIATION SUMMARY**

### **A.1 GENERAL**

1. Total Estimated Cost: \$14,981,223.00
2. Total Obligated Amount: \$5,000,000.00
3. Title: Measuring Impact of Stabilization Initiative (MISTI)
4. IQC Number: AID-OAA-I-10-00002
5. IQC Title: Analytical Services III - MSI
6. USAID Technical Office: Stabilization Unit

### **A.2 SPECIFIC**

#### Measuring Impacts of Stabilization Initiatives

1. BBFY: 2011
2. EBFY: 2012
3. Fund: ES
4. OP: AFGHANISTA
5. Prog Area: A26
6. Dist Code: 306-M
7. Prog Elem: A140
8. Team/Div: AFG/STAB
9. BGA: 306
10. SOC: 4100301
11. FOB: Destination

**END OF SECTION A**

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**SECTION B – SUPPLIES OR SERVICES AND PRICE/COSTS**

**B.1 PURPOSE**

The purpose of this Task Order is to provide Stabilization Unit, USAID Afghanistan with the services detailed in Section C.

**B.2 CONTRACT TYPE**

This is a Fixed Daily Rate plus Cost-Reimbursable type task order issued to Management Systems International under the Analytical Services- III IQC Number: AID-OAA-I-10-00002. For the consideration set forth in the contract, the Contractor shall provide the deliverables or outputs described in Section C and comply with all contract requirements.

**B.3 BUDGET and CEILING PRICE**

	<b>18 Months Base Year</b>	<b>18 Months Option Year</b>	<b>Total Task Order Cost</b>
a. Labor	\$3,306,518	\$2,723,988	\$6,030,506
b. ODCs	\$5,449,338	\$3,501,379	\$8,950,717
<b>TOTAL</b>	<b>\$8,755,856</b>	<b>\$6,225,367</b>	<b>\$14,981,223</b>

The contractor shall not be paid any sum in excess of the funds obligated. An initial sub-obligation of funds in the amount of \$5,000,000.00 is provided to cover the estimated period Mar 14, 2012 to Sep 13, 2012.

Subject to availability of funds, the parties acknowledge that funds are sub-obligated into this Task Order pursuant to a Strategic Objective Agreement (SOAG) with the Government of the Islamic Republic of Afghanistan (GIROA), which is currently scheduled to expire on Dec 31, 2012. USAID shall be unable to sub-obligate or disburse funds for activities under the SOAG beyond that date unless and until an amended or follow-on agreement with the GIROA is established.

**B.4 PAYMENT**

Payments under this Task Order shall be made on a cost-reimbursement basis. One (1) original of each invoice shall be submitted on a monthly basis along with a SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Paying Office at the following address:

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

Email: [KabulAIDevouchers@usaid.gov](mailto:KabulAIDevouchers@usaid.gov)

Documentation for payment shall be prepared in compliance with the requirements in AIDAR 752.7003.

One copy of the voucher and the invoice shall also be submitted to the COR. Electronic submission of invoices is encouraged. If invoices are submitted electronically, a paper copy is not required.

**END OF SECTION B**

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## **SECTION C – DESCRIPTION / SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 OBJECTIVES**

The main objectives of the work are to:

- Provide independent impact assessment and evaluation of USAID stabilization programs;
- Collect, synthesize and analyze data at the sub-district, district, provincial and regional levels to identify the most effective drivers of stabilization outcomes, track higher-order stabilization trends, and help shape U. S. Government (USG) and Government of the Islamic Republic of Afghanistan (GIROA) policy and practice related to transition;
- Contribute to the larger body of knowledge on best practices and lessons learned related to the design, implementation and assessment of stabilization activities within a counterinsurgency context.

### **C.2 TECHNICAL REQUIREMENTS AND TASKS**

#### **A. General**

Monitoring, evaluating and assessing the impact of stabilization programs in a counterinsurgency context requires a mixture of creative, flexible, pragmatic, and contextual thought that extends beyond traditional monitoring and evaluation practices in terms of scope, approach, and methodology. Stabilization programming is a multi-dimensional concept typically measured through indicators of beneficiary perceptions, which are often subject to dramatic fluctuations based on external factors beyond the implementer or donor's control, and which are difficult to collect because of the constraints posed by a non-permissive security environment where access to the conflict-affected project areas is often limited or not allowed. While past efforts to provide quantified and scientifically rigorous measures of stabilization impact have met with some success, a more data-rich and geographically detailed approach is necessary to systematize our understanding of stabilization in the context of Afghanistan. The Contractor shall capitalize on existing data collected by civilian and military agencies in Afghanistan while supplementing that through innovative approaches to measuring outputs, outcomes and impacts of USAID programs and activities designed and implemented in support of coalition counterinsurgency efforts. The work shall be consistent with USAID's Evaluation Policy ([http://www.usaid.gov/evaluation/USAID\\_Evaluation\\_Policy.pdf](http://www.usaid.gov/evaluation/USAID_Evaluation_Policy.pdf)), ADS 203 Assessing and Learning (<http://www.usaid.gov/policy/ads/200/203.pdf>), and the USAID/Afghanistan Mission Order 201.03 on Gender Analysis and Integration, issued Sept. 24, 2011.

The District Stability Framework, a stabilization program management and planning framework that was established by USAID and the Counterinsurgency Training Center-Afghanistan (CTC-A), shall be both a tool for and a target of evaluation under this Contract. The DSF, a descendant of USAID's Tactical Conflict Assessment and Planning Framework (TCAPF), initially developed for use in Africa and later exported to Afghanistan, allows users to identify root causes of instability at the local level, develop activities that specifically address these sources of

instability, and measure the impact of programming as well as overall stability trends in areas where activities are being implemented. The DSF is designed to promote unity of effort among USG civilians, coalition forces, GIRoA, the Afghan National Security Forces (ANSF), International Organizations (IOs) and Non-Governmental Organizations (NGOs) by providing a common methodology, the success of which arguably depends on the diversity, commitment and contextual knowledge of stakeholders who engage at the local level. The use of the DSF has been promoted through USAID Mission Order 204.02, issued on November 21, 2010, COMISAF guidance issued November 10, 2009 and updated August 1, 2010, Secretary of Defense guidance issued on May 24, 2010, and a Fragmentary Order (FRAGO) issued June 11, 2011 by the Regional Command-East (RC-E); however, the degree to which the DSF is being used and to what effect remains in question.

## **B. Tasks**

Under the technical guidance of the USAID Contracting Officer's Representative (TOCOR) or his/her designee, the Contractor shall accomplish the following tasks:

### **A. Inventory of Existing Capacities**

USAID/Afghanistan has invested considerable thought, time and resources to the design and implementation of stabilization activities in support of the U.S. Government's civilian-military counterinsurgency campaign. This includes a systematic approach, involving a range of stakeholders, to identify and assess local sources of instability, to design and implement activities to address them, and to assess the resulting impact on regional stabilization trends. The ability to track and understand the evolution of Afghan attitudes and perceptions is central to the success of this population-centric strategy. Although a wealth of data related to stabilization impacts and trends exists, shared analysis and dissemination remains constrained by institutional and organizational rivalries, information access issues, the lack of a unified approach, and the costs and challenges of sustaining momentum under these circumstances. With USAID support to negotiate access and manage relationships, the Contractor shall take stock of existing data collection and analysis and knowledge management systems to ensure that this initiative builds to the extent possible on best practices, lessons learned and relevant baseline data and analysis. Where utilization of existing tools and systems is not possible, the Contractor shall develop these for the work.

#### **Task 1: Desk Review of Stabilization Resources and References [Base Period]**

Contractor shall conduct a review of previous or ongoing efforts to measure stabilization impacts and trends in Afghanistan. The purpose of this review shall be to identify best practices and lessons learned in terms of approach and methodology, and existing data sets that can support the aims and objectives of the Contract. The Contractor shall consider for inclusion in the review, but not be limited to the following:

- the District Stability Framework (DSF) and its predecessor, the Tactical Conflict Assessment and Planning Framework (TCAPF);

- the Regional South Stabilization Approach (RSSA) developed by the USG Regional Command-South (RC-S) civilian-military platform;
- ISAF's Combined Information Data Network Exchange (CIDNE);
- Afghan Perception and Attitude Survey (APAS);
- The Asia Foundation's annual Survey of the Afghan People;
- the 2011 USAID/Afghanistan Data Quality Assessment by Checchi and Company Consulting, Inc.;
- M&E efforts associated with USAID's Afghanistan Stabilization Initiative (ASI), Community Development Program (CDP) and Local Governance and Community Development (LGCD) programs.

USAID shall assist the Contactor in obtaining access to data from the military and USAID-supported stabilization programs; the Contactor shall be prepared to explain the purpose of the data sharing request and discuss modalities of same but shall not be required to lobby for access with data owners who decline to share on the grounds that data is classified, sensitive or otherwise proprietary. The Contactor shall seek to rationalize the DSF metrics, used extensively in RC-E, with the RSSA, the stabilization framework developed by RC-S, with an aim to identifying complementarities and recognizing the benefits of the strong civil-military partnerships formed through utilization of these tools in different regions to date.

- **Task 1 Deliverables** – The Contactor shall prepare a report for the Stabilization Unit within 60 calendar days of task order award identifying the following: best practices and lessons learned, relevant baseline data that should be incorporated for the work under this task order; recommendations on how both the DSF and RSSA can contribute to a unified approach to stabilization trends analysis approach in the South, where use of the DSF is limited. The report shall highlight potential data access constraints and suggest ways to overcome these. Prior to drafting the report, the Contactor shall deliver a PowerPoint presentation for Mission and USAID platform staff in Kabul. USAID shall provide feedback on the report to the Contactor within seven calendar days of the presentation. The Contactor shall revise the report to consider USAID feedback and submit a final written report to USAID within seven days of receiving USAID feedback.

## **Task 2: Establishing Knowledge Management Platform [Base Period]**

The Contactor shall build a knowledge management platform to centralize the knowledge management of stabilization-related data collection and analysis. USAID requires that this be an information technology platform overseen directly by the USAID/Kabul Stabilization Unit that is accessible from the World Wide Web and utilizes Geographic Information Systems (GIS) architecture to process, analyze, and visualize data on stabilization trends and programming impacts. The platform must be capable of using advanced statistical methods in spatial analysis to quantify space-time interaction dependence between incidents of violence, perceptions of stability, and USAID interventions. That is, the analysis shall reveal where USAID interventions decrease the likelihood of violence, and identify stabilization trends at local, district, provincial, and other geographic scales. Working at first with existing geo-located data on stabilization interventions, violent

incidents, and local perceptions, the platform shall be built to analyze which past interventions were most effective at reducing the incidence of violence and improving perceptions of stability, security, and government legitimacy. The analysis shall further identify where particular types of interventions were most effective, and why stabilization outcomes and impacts may vary across sub-district, district, provincial, and regional geographies. The Contractor is encouraged to consider use of statistical techniques such as spatial autocorrelation and cluster analysis, spatial and temporal lags, potential surfaces, hot and cold spot predictions, and spatially weighted regression, or other geographically sensitive techniques of statistical modeling. This platform must be capable of representing the results of analyses in the form of maps and other visualizations, and updating analyses on an ongoing basis by integrating new M&E data produced by ongoing stabilization programs. This platform shall be accessible for data input by USG personnel and USAID implementing partners, and provide limited read-only access on a password basis to the GIRoA and Afghan civil society groups.

This platform shall be capable of aggregating and analyzing large amounts of data from various sources to potentially include those listed under Task 1 above and other key USAID databases, as well as monitoring and evaluation data collected in the field by and for USAID stabilization programs. This platform shall supplement, not replace, program management databases for Stabilization Unit programs, serving as an analytical clearinghouse for data relevant to program performance and stabilization trends. As such this platform shall be capable of interfacing with other key USAID databases, and may potentially be constructed as an extension of an existing database. With guidance and assistance from the TOCOR or his/her designee, the Contractor shall review the existing knowledge management platforms utilized by civilians and military in Afghanistan – including USAID’s Foreign Assistance Coordination and Tracking System (FACT)-based Afghan Info platform – and assess their utility for housing, synthesizing and producing reports and maps utilizing data generated and/or collected under this task order. The review shall include but not be limited to, the Department of Defense-originated International Distributed Unified Reporting Environment (INDURE), the Combined Information Data Network Exchange (CIDNE), and Ronna (Pashto for “*guiding light*”), as well as USAID’s Afghan Info. The TOCOR or his/her designee shall facilitate discussions between the Contractor and other USAID program C/AOTRs about modalities of this data exchange. USAID shall own the intellectual property rights to this stabilization performance results and trends database.

- **Task 2 Deliverables** – Working under the oversight of the TOCOR or his/her designee, the Contractor shall:
  - Within 30 calendar days of the Task Order award, identify an existing USG web-accessible database that USAID can utilize as foundation for the knowledge management platform, or establish such a database anew within 90 calendar days if necessary; and, develop a plan for the process of populating the database with data and incorporating into the platform the necessary package of software tools for spatial analysis and visualization of data and findings.
  - Within 90 calendar days of identifying an existing knowledge management platform or establishing same anew, make this knowledge management platform fully operational for a) Stabilization Unit program performance

- management; and b) spatial analysis and visualization of stabilization trends at regional, provincial, district and sub-district levels.
- Within nine months of the Task Order award:
  - Complete the spatial analysis of baseline stabilization trends at sub-district, district, provincial, and regional scales using data available from 2012 and previous years;
  - Prepare a draft report on the findings for submission to the Stabilization Unit including data description, theoretical framework for hypothesis formulation and testing, analysis, findings, conclusions, recommendations and lessons learned particularly in regard to limitations of the analysis and further refinements necessary to overcome limitations, and detailed annexes on methodology. The Contractor shall finalize the report within seven calendar days of receiving feedback on the report from the Stabilization Unit, which USAID shall provide within seven days of receiving the draft report;
- Within seven calendar days of completion of the spatial analysis report, deliver a briefing for USG and other stabilization stakeholders on the findings of the spatial analysis of stabilization trends completed using the knowledge management platform. At the request of the Stabilization Unit, periodically present the briefing to stakeholders with updated results from ongoing programming.

## **B. Performance Management**

The Contractor shall develop a new Performance Management Plan for the Stabilization Unit. USAID Performance Management Plans (PMPs) are intended to “help plan and manage the process of assessing and reporting progress towards the achievement of a Strategic Objective.” <http://www.usaid.gov/policy/ads/200/200sbn.pdf>. The unique nature of stabilization activities in a counterinsurgency context, however, requires a non-traditional approach to measuring collective outcomes and impacts of relatively short-term, often small-scale activities addressing locally identified sources of instability. Such activities are typically multi-sectoral in nature, focused as much if not more on process versus product, and aimed primarily at producing a cumulative impact over time – typically a change in attitudes and behavior of local populations. The existing PMP for USAID/Afghanistan’s Stabilization Unit, approved in October 2010 and comprising Assistance Objective 7 within the Mission PMP, was USAID/Afghanistan’s initial attempt at more rigorous, systematic assessment of the cumulative results of the Mission’s stabilization efforts. However, aside from a proposed “Stabilization Maturity Model” to measure degrees of stability within districts – a tool that was never fully implemented due to data collection challenges – the PMP is output-oriented and lacks a clearly articulated theory of change consistent with the underlying logic of individual unit programs, whose PMPs pre-date the unit’s plan. The onset of the new SIKa program in January 2012 and a new small-grants program under the management of the Office of Transition Initiatives (OTI) expected to begin in March 2012 – along with the start up of ACAP II in November 2011, and the one-year extension of the Community Development Program through

December 2012 – marks the beginning of a new era of stabilization programming. This provides the Stabilization Unit with an opportunity to develop a more flexible, nuanced PMP that captures the process-oriented nature of stabilization programs and activities as well as new or revised PMPs for four above-mentioned programs. Furthermore, the national scope and nature of SIKA – with a well-defined theory of change, and informed by systematic use of the DSF – gives USAID a unique opportunity to add to the body of knowledge on the efficacy of stabilization activities as well the DSF as a tool for programming in a counterinsurgency context.

The Contractor shall propose alternatives to a single set of indicators in the context of the Stabilization Unit PMP. First of all, because some programs shall be in the process of developing (ACAP II and possibly SIKA), or shall have already developed their own PMPs (ASI and CDP), a standardized set of indicators would disregard some of the work already done. In addition, a standard set of stability indicators – necessarily generic – might lack the context to be meaningful and accurate. In developing the Stabilization Unit PMP, the Contractor shall follow an approach that provides a degree of flexibility at the individual program level, but still allows a collective picture to be compiled at the unit-wide strategic level.

### **Task 3: Review and revise Stabilization Unit PMP [Base Period]**

The Contractor shall collaborate with Stabilization Unit and implementing partner staff to review and revise the Unit PMP, which constitutes Assistance Objective 7 in the current Mission PMP. As defined in the Administrator’s Stabilization Guidance of January 2011 (<http://inside.usaid.gov/DCHA/CMM/documents/extremism/StabilizationGuidanceFinal.pdf>) the revised PMP shall reflect the unique nature of stabilization activities in contrast to traditional development. The PMP must align with the intent of USAID Automated Directives System (ADS 203) guidelines, but a creative, unorthodox approach shall be required to successfully guide performance management within the process-oriented, iterative strategy design approach – involving rolling assessments, rather than a static work plan – that stabilization programming requires and that the DSF tool embodies. The revised USAID/Afghanistan Stabilization Unit PMP shall clearly articulate a theory of change that the Contractor shall develop in dialogue with Unit and implementing partner staff. The revised PMP shall inform the new SIKA PMP as well as PMPs to be developed for other new programs continuing beyond calendar 2012, namely a new OTI small-grants and ACAP II programs. The Contractor shall give priority consideration to utilization of relevant and appropriate outcome-oriented indicators for which quality baseline data is already available or for which new data collection is practical, cost effective and obtainable through acceptable levels of risk. The Contractor shall consider an approach that allows indicators informing higher-order results to change, based on evolving stability dynamics and ongoing assessments. The Contractor’s work shall supplement and provide quality assurance for, rather than replace, implementing partner obligations under USAID contracts and agreements in this regard.

- **Task 3 Deliverables** – Working closely with unit and implementing partner staff, and under the oversight of the TOCOR or his/her designee, the Contractor shall:
  - Review and revise the Stabilization Unit PMP according to the above guidelines within 30 calendar days of the Task Order award;
  - Collect available baseline data and establish indicator targets within 45 calendar days of the award;
  - Establish Program Indicator Reference Sheets (PIRS) for each indicator within 60 calendar days of the award; and
  - Conduct Data Quality Assessments for each indicator in the new Unit PMP approximately six months after an indicator is first collected.

#### **Task 4: Develop/revise PMPs for new stabilization programs [Base Period]**

In close collaboration with the TOCOR or his/her designee, other relevant staff from the Stabilization Unit and implementing partners, as well as USAID field-based CORs and key GIRA counterparts, if any, the Contractor shall develop a PMP for the following new programs: a) SIKA, a nationwide program to begin in January 2012 under four separate contracts for RCs East, South, West and North; b) ACAP II, a nationwide program that began in November 2011(a draft PMP shall exist when this M&E initiative begins); c) a new OTI-managed small-grants stabilization program expected to start by March 2012; and d) the Community Development Program, should it be extended for a year through December 2012 to continue providing COIN-oriented activities in contested districts. These individual program PMPs should support the Unit PMP while tracking the unique results from each program. PMPs shall include an outcome-oriented results framework that values activity implementation process in addition to product.

- **Task 4 Deliverables** – Working closely with C/AOTRs and implementing partner staff, and under the guidance of the TOCOR or his/her designee, the Contractor shall for each of these four programs:
  - Develop or revise PMPs within 30 calendar days of the approval of the Unit PMP;
  - Collect baseline data and establish targets for each indicator within 45 calendar days of indicator approval;
  - Establish Program Indicator Reference Sheets (PIRS) for each indicator within 45 calendar days of indicator approval; and
  - Conduct Data Quality Assessments for each indicator in the new unit PMP approximately 6 months after the indicator is first collected.

#### **Task 5: Performance evaluations for ongoing and new programs [Base + Option Period]**

At the request of Stabilization Unit C/AOTRs, and in collaboration with implementing partners, the Contractor shall design, implement and provide reporting on mid-term and final performance evaluations of programs that conclude during the period of the Contract. These performance evaluations shall focus on effectiveness of implementation relative to expected results, perceived value among key stakeholders, and other questions relevant to program design, management and operational decision making. During the base period of

the task order, the Contractor shall conduct: a final evaluation for the Community Based Stabilization Grants (CBSG) program, ending in March 2012; final evaluations for ASI-South, May 2012, and ASI-East, September 2012; a final evaluation for CDP South, East and West, December 2012; a mid-term and final evaluation for the District Delivery Program, February 2013; a mid-term evaluation for the Afghan Civilian Assistance Program (ACAP) II, around April 2013; and a mid-term evaluation for SIKA, around June 2013. During the option period of the task order, the Contractor shall conduct: a final evaluation for the Afghan Civilian Assistance Program (ACAP) II, ending in August 2014; a final evaluation for SIKA, ending in December 2014; and a final evaluation for a new OTI-managed program ending in March 2015. Final evaluation dates shall be negotiated with program C/AOTRs based on needs and period of performance of this task order. Evaluations shall validate program theories of change, measure implementation effectiveness per approved program objectives and PMP targets, and assess stabilization impact of interventions, among other identified tasks. The COR shall provide details on what data the evaluations need to provide to inform management decisions.

- **Task 5 Deliverables** – For each performance evaluation, the Contractor shall submit the following deliverables:
  - Evaluation Design and Work Plan – In response to the Unit C/AOTR’s written request for an evaluation task, the Contractor shall develop a written design and work plan for submission to the C/AOTR for approval within one month of the request. The C/AOTR shall identify technical parameters in detail, including evaluation purpose, audience, and key question(s) to be answered.
  - Evaluation Briefing – The Contractor shall present major and/or preliminary findings to USAID and other stakeholders. Specific briefings shall be described in the evaluation design.
  - Draft and Final Evaluation Reports – Based on evaluation briefings, the Contractor shall incorporate feedback from USAID and other stakeholders into a draft report in English for submission to the C/AOTR, incorporating all sections of the final report except for annexes, which need only to be listed in the draft. Based on C/AOTR feedback within 15 calendar days of submission of the draft, the Contractor shall prepare and submit within 15 calendar days a final report in English to the C/AOTR including all annexes. The main body of the final report shall include an executive summary, introduction, background of the program under evaluation, main evaluation questions, methodology(ies), limitations to the evaluation, findings, conclusions, recommendations and lessons learned.

**Task 6: Impact assessments and impact evaluation for SIKA [Base + Option Periods]**

The Contractor shall conduct an impact evaluation for SIKA, measuring the program’s effect on GIRA service delivery and stabilization. The evaluation shall inform USAID best practices on stabilization programming within a counterinsurgency context. The impact evaluation shall use credible and rigorously defined counterfactuals, with “treatment” and “control” groups, to eliminate factors other than SIKA that might account for observed changes. Under the guidance of the TOCOR or his/her designee, the

Contractor shall work closely with SIKA CORs, implementing partner staff and the Ministry of Rural Rehabilitation and Development (MRRD) to design and implement the impact evaluation in a way that benefits of lessons learned shall outweigh any reduced flexibility imposed on SIKA program implementation that may arise from the method of selecting treatment and control groups. Baseline data collected for the SIKA PMP under Task 4 might be relevant for this impact evaluation.

**Task 7: Impact assessments and impact evaluation for OTI [Base + Option Periods]**

The Contractor shall conduct an impact evaluation for a new OTI-managed small-grants program expected to start on or around March, 2012, with a targeted footprint within RC-East and RC-South. The OTI COR, in conversation with the TOCOR or his/her designee and program staff, shall develop the evaluation methodology and data collection instruments. The impact evaluation shall use credible and rigorously defined counterfactuals, with “treatment” and “control” groups, to eliminate factors that might account for observed changes. Under the guidance of the TOCOR or his/her designee and OTI COR, the Contractor shall work closely with program management and implementing partner staff to design and implement the impact evaluation in a way that benefits of lessons learned shall outweigh any reduced flexibility imposed on program implementation that may arise from the method of selecting treatment and control groups. The evaluation shall further inform USAID best practices on stabilization programming within a counterinsurgency context.

**Task 8: Impact evaluation for DSF [Base + Option Periods]**

More than 15,000 USG civilian and military staff have undergone DSF training since early 2010, nearly one third since the start of 2011. Despite this high number of DSF-trained personnel, the level and effectiveness of implementation remains largely unknown aside from anecdotal evidence. The Contractor shall conduct an impact evaluation to test the efficacy of the DSF in improving stability at the community level where USAID-supported activities are designed, implemented and assessed using this tool. The evaluation shall further inform USAID best practices on stabilization programming within a counterinsurgency context. To limit variables and ease coordination, the Contractor shall implement the evaluation in RC-South in parallel with the rollout of SIKA, working with the SIKA COR and MRRD to identify “treatment” and “control” villages or village clusters among the seven districts in which SIKA is expected to roll out in early 2012. Under the guidance of the TOCOR or his/her designee and the SIKA-South COR, the Contractor shall work closely with program management and implementing partner staff to design and implement the impact evaluation in a way that benefits of lessons learned shall outweigh any reduced flexibility imposed on program implementation that may arise from the method of selecting treatment and control groups.

- **Tasks 6-8 Deliverables** – The Contractor shall design each of these three impact evaluation tasks to be implemented over a period of 12-24 months, depending on whether USAID exercises the option period of the Contract, extending it to 36 months. This shall ensure that USAID shall have a deliverable regardless of period of performance. For each evaluation, the Contractor shall submit the following:
  - Evaluation Design and Work Plan – In response to more detailed input from the TOCOR or his/her designee and the SIKA and OTI-managed program

CORs, the Contractor shall develop a written design and work plan for submission for approval. The CORs shall identify technical parameters in detail, including evaluation purpose, audience, and key question(s) to be answered. The work plan shall include a method of ongoing impact assessments, in addition to impact evaluations, for each program to provide USAID with a regular update on program impact.

- Evaluation Briefings – At six-month intervals during the evaluation, concluding 30 calendar days after the evaluation ends, the Contractor shall present to USAID and other stakeholders in PowerPoint briefings major and/or preliminary findings from both the ongoing impact assessments of SIKa and the OTI program as well as the three impact evaluations. Specifics regarding format and content shall be described in the evaluation design per agreement with the TOCOR or his/her designee and CORs.
- Draft and Final Evaluation Reports –The Contractor shall incorporate feedback from USAID and other stakeholders at the final briefing into a draft report for submission to the CORs, incorporating all sections of the final report except for annexes, which need only to be listed in the draft. Based on COR feedback to be provided within 15 calendar days of submission of the draft, the Contractor shall prepare and submit within 15 calendar days a final report to the CORs including all annexes. Unless otherwise instructed by the TOCOR or his/her designee, the final reports for these three tasks shall include an executive summary, introduction, background of the program under evaluation, main evaluation questions, methodology(ies), limitations to the evaluation, findings, conclusions, recommendations and lessons learned.

### **C. Stabilization Trends Analysis**

Analysis of data on stabilization trends, including drivers of stabilization outcomes related to USAID-supported activities, can inform important decisions about when and where to transition from short-term, donor-driven, COIN-focused programming to GIRoA-led, long-term traditional development activities. Given this USG policy priority in Afghanistan during the period 2012 through 2014, USAID requires quantitative and qualitative data from the sub-district level that can be aggregated across regions, programming sectors and other parameters of interest. This data shall inform decisions, guide allocation of resources, and contribute to the body of knowledge on lessons learned and best practice in measuring stabilization impacts and trends within the context of counterinsurgency. The Contractor shall thus engage in the collection of primary data from the field, as well as coordinate data collection by USAID implementing partners for incorporation into the knowledge management platform described under Task 2 above. The Contractor shall determine the most effective and cost-efficient method to accomplish the following tasks, taking care to ensure that female perspectives are reflected in the data:

#### **Task 9: Operationalize Stabilization Trends Pilot in East [Base + Option Periods]**

In collaboration with the TOCOR or his/her designee and civilian and military staff at the RC-E platform, GIRoA and Afghan civil society, the Contractor shall support the implementation of a pilot program for stabilization impact and trend analysis developed by

the regional platform. The overall objective of the program, based on the DSF tool and approach, is to collect and analyze timely, relevant, quality data through a systematic, replicable approach to improve the USG's understanding of overall stability within the targeted districts. This analysis shall provide USAID with information to make evidence-based decisions about how, where and when to invest increasingly scarce resources to promote stability and set the stage for transition to GIROA-led security and longer-term development. The RC-E pilot shall use seven indicators developed for the DSF tool in Afghanistan and a conditions-based continuum to evaluate progress towards stability. The indicators are:

- 1) Recognition of district government;
- 2) Civilian security;
- 3) Market activity;
- 4) Afghan National Security Force presence;
- 5) Freedom of movement;
- 6) Perceptions of governance; and
- 7) Perceptions of security.

The Contractor shall work with RC-E platform staff to refine and/or operationalize these indicators by establishing precise definitions and assessing quality of data sources and collection methods. The Contractor shall recommend revisions to these indicators, if required, to ensure that analysis is informed by a range of qualitative/quantitative data and direct/indirect collection methods, including community reporting tools such as crowd-sourcing that allow Afghans to assess their own environment. During the base period of this Contract, stabilization impacts and trends analysis shall be conducted in a minimum of 15 districts within RC-E to be identified by the TOCOR or his/her designee in coordination with the regional civilian-military leadership at the platform. To accomplish this task, the Contractor shall propose the most effective, yet economical, deployment and oversight of data collection and survey research and/or sub-contractor staff in the target districts.

- **Task 9 Deliverables** – Working closely with the civilian and military staff in RC-E, and under the oversight of the TOCOR or his/her designee, the Contractor shall submit the following deliverables under this Task within the specified timeframes:
  - Final list of indicators, with definitions, data sources and collection methods within 30 calendar days of Task Order award;
  - Final design and work plan for stabilization impacts and trends analysis, providing detailed schedules and plans – including establishing data collection capacity in target districts – for gathering and transmitting data from the field to Kabul for analysis within 30 calendar days of Task Order award;
  - Quarterly briefings – Contractor shall deliver a PowerPoint presentation at the RC-E platform (to civilian-military team members, national and/or regional GIROA staff and other key stakeholders) and at USAID/Kabul (Stabilization Unit staff, ISAF, MRRD representatives and other key stakeholders), providing 30-minute “quick-touch” analyses of key findings and trends every three months, starting four months after the Task Order

award, with one-hour “deep-dive” briefings to those same audiences every six months, from the point at which data collection begins and continuing throughout the Task Order period;

- Semi-annual reports – Within 15 calendar days of the twice-yearly “deep-dive” briefings, and continuing throughout the Task Order period, the Contractor shall deliver to the TOCOR or his/her designee two copies of a written report, including GIS spatial data in map form, providing a detailed description and analysis of regional and national stabilization impacts and trends based on data collected under this regional pilot program. These reports shall be annexed to Contractor annual and final reports.

### **Task 10: Expand RC-E Pilot to RCs South, West and North [Base + Option Periods]**

In partnership with civilian and military staff, USAID implementing partners, GIRoA, and Afghan civil society, the Contractor shall replicate the RC-E pilot program, with possible modifications based on lessons learned and contextual variants, in RC-S/SW (a minimum of 10 Key Terrain and adjacent districts), RC-West (minimum six Key Terrain and adjacent districts) and RC-North (minimum six Key Terrain and adjacent districts) within the Base period of the Contract, continuing through the Option period should USAID exercise this. In RC-S, the Contractor shall ensure utilization of relevant data collected through the regional platform’s “RSSA” approach in addition to the core metrics established through the RC-E pilot.

- **Task 10 Deliverables** – Working closely with the civilian and military staff in RC S, W and N, and under the oversight of the TOCOR or his/her designee, the Contractor shall submit the following deliverables under this Task:
  - Designs and work plans for stabilization impacts and trends analysis, taking into account unique opportunities and constraints of each region. These shall include detailed schedules and plans – including establishing data collection capacity in target districts – for gathering and transmitting data from the field to Kabul for analysis according to the following schedule;
    - RC-S: Within 60 calendar days of Task Order award;
    - RC-W and RC-N: Within 90 calendar days of Task Order award.
  - Quarterly briefings – Contractor shall deliver PowerPoint presentations at each regional platform outside Kabul (to civilian-military team members, national and/or regional GIRoA staff and other key stakeholders) and at USAID/Kabul (Stabilization Unit staff, ISAF, MRRD representatives and other key stakeholders), providing 30-minute “quick-touch” analyses of key findings every three months, with one-hour “deep-dive” briefings to those same audiences every six months, from the point at which data collection in a region begins and continuing throughout the Task Order period;
  - Semi-annual reports – Within 15 calendar days of the twice-yearly “deep-dive” briefings, and continuing through the Task Order period, the Contractor shall deliver to the TOCOR or his/her designee five copies of a written report, including GIS spatial data, providing a detailed description and analysis of regional and national stabilization trends based on data

collected under this pilot program. These reports shall be annexed to Contractor annual and final reports.

**D. Knowledge management and building the evidence base**

USAID’s stabilization programming in Afghanistan, coupled with a systematic and rigorous approach to monitoring, evaluation and impact assessment, provides fertile ground on which to build an evidence base not only to inform the critical decisions facing the USG and GIRoA regarding transition, but also to add an important chapter in the growing literature on efficacy of stabilization programming in a counterinsurgency context. The Contractor shall establish intelligible, actionable reporting based on the analysis of multiple streams of reliable and timely data. This shall support USAID responses to regular data calls from stakeholders – including senior USG and GIRoA officials, and international media – asking the question, “What does it all add up to?”, as well as help to shape policy and practice related to USAID stabilization programming within a whole-of-government counterinsurgency campaign.

**Task 11: Public outreach on stabilization success [Base + Option Periods]**

The Contractor shall work with C/AORs, implementing partners, USAID’s Office of Program and Project Design and USAID’s Development Outreach Communication Specialist (DOCS) to ensure timely, accurate inputs of data to USAID’s Afghan Info database and a steady supply of success stories about stabilization programs demonstrating impact.

➤ **Task 11 Deliverables:**

Under the direction of the TOCOR or his/her designee, the Contractor shall:

- Establish a reporting system and provide a quality assurance function for quarterly input from USAID stabilization programs to Afghan Info, USAID/Afghanistan’s performance management database. Contractor shall liaise between implementing partners, program C/AORs and OPPD to ensure timely, accurate data submissions on performance indicators from the Stabilization Unit PMP, AID Effectiveness indicators, ongoing stabilization activities and stabilization program finances;
- Liaise with program C/AORs and implementing partner staff and the USAID DOCS to submit stabilization success stories that demonstrate impact through a combination of anecdotal detail and quantitative/qualitative evidence. The Contractor shall submit three such stories per month beginning six months after the award and continuing through the Task Order period; to the extent possible stories over time shall cover the breadth of the Stabilization Unit portfolio. Emphasis shall be on quality, not quantity. Contractor shall humanize stories by telling them through the perspective of Afghan beneficiaries and partners, using wherever possible direct quotes that speak to impact beyond the tangible outputs of an activity. Contractor shall work with implementing partners to obtain photographs of web-publishable quality to accompany these stories.

## **Task 12: Sharing Lessons Learned/Best Practices [Base + Option Periods]**

Drawing on data collection and analysis, performance and impact evaluations, success stories and the accumulation of knowledge and insights throughout the Task Order period, the Contractor shall write at least three reports for publication documenting lessons learned and best practices. These published reports shall inform the wider body of knowledge on the design, implementation and evaluation of stabilization programming in a counterinsurgency context and shall be annexed to the Contractor's second annual and final reports for the Task Order.

- **Task 12 Deliverables:** To ensure that lessons learned and best practice from the Contract informs policies and practice within the broader community of stakeholders engaged in stabilization within a counterinsurgency context, the Contractor shall:
  - Deliver lessons learned/best practices briefings near the mid-point and end of the project, or 15 and 33 months from the Task Order award date, respectively, depending on whether or not the Option period is exercised. In these briefings the Contractor shall present major findings to USG regional platform and Kabul staff, as well as other stakeholders, in a 75-minute PowerPoint presentation including time for discussion. The TOCOR or his/her designee shall provide the Contractor with specific instructions regarding content and format as the dates approach.
  - Submit two annual reports and one final report, based on the Task Order Period of performance, documenting project performance, key findings, lessons learned, best practice, and implementation challenges. If the option period is not exercised, only one annual and one final report shall be required.
  - Write three research reports, suitable for publication in scholarly journals, documenting lessons learned and best practice from the project. Reports shall be submitted at nine-month intervals starting 15 months after the award and continuing throughout the Task Order period. Topics and audiences shall be set by the TOCOR or his/her designee in consultation with the Contractor. In consultation with the TOCOR or his/her designee, the Contractor shall tailor reports to expectations of the specific audience for whom the work is being written, and employ conventions that operate at a general level with respect to the production of reports on research in the social sciences.

### **C.3 Key Personnel**

The Contractor shall furnish the following five positions for long-term technical assistance based in Kabul:

#### ***Expatriate***

**Chief of Party (COP) (Program Development Specialist – Senior):** This person shall be an expatriate development professional with U.S. citizenship who shall have responsibility for the overall responsibility and management of the Task Order, including liaison and coordination

with USAID and the Contractor's home office. The candidate shall have at least a Master's Degree in a relevant field and at least 12 years of international development programming and management experience, with demonstrated ability to recruit and supervise short-term U.S., third country and local experts; excellent development analysis and communications skills; extensive experience monitoring and evaluating international assistance programs; and outstanding representational skills for meetings with senior Mission, Embassy, Congressional delegations/other VIPs and GIRoA officials. S/he shall have excellent reporting, writing, and presentation skills and be familiar with standard business IT applications, statistical methods, and GIS. The successful candidate shall ensure quality oversight of all services and products provided by this Task Order, including those from subcontractors and short-term staff and shall be able to interact effectively with Mission, Embassy, and GIRoA officials. Knowledge of relevant federal regulations and procedures as well as work experience in post-conflict countries is preferred. .

**Monitoring & Evaluation Specialist (Social Scientist – Mid):** This person shall have at least 10 years of international experience and demonstrated knowledge in program/activity and strategy designs, design and implementation of performance monitoring tools and mechanisms (performance output and impact indicators), information/data gathering, results reporting, design and implementation of impact assessments and evaluations, surveys and quantitative analysis. S/he must have demonstrated success 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 the unique demands of monitoring and evaluating stabilization programs in complex, post-conflict, culturally diverse settings is required.

**Spatial Analysis and GIS Specialist (Management Information Scientist – Mid):** This person shall be a highly skilled in Geographic Information Science (GIS) and have a minimum of six years work experience in the application of statistical techniques in spatial analysis, spatial database management, GIS programming and visualization. S/he shall have at least a master's degree in GIS, geography or a related GIS-intensive discipline, and demonstrated social science research accomplishments applying and/or developing GIS tools and techniques. The ability to work independently while effectively communicating with the non-GIS-experts making up the M&E team is essential. Demonstrated Information Systems background with skills and abilities in data collection procedures, systems analysis, database design and information systems project management, and experience with remote sensing and image processing, and the spatial analysis of violent conflict and/or international development programs would be a plus.

#### ***Afghan National***

**Deputy Chief of Party (DCOP) (FS-12):** This person shall have at least 10 years of experience in international development. S/he shall be able to fully fill the role of the Chief of Party in the COP's absence as Acting Chief of Party. 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. S/he shall have excellent reporting, writing,

and presentation skills. Knowledge of USAID regulations and procedures is preferred; and preference shall be given for knowledge and work experience in post-conflict countries. This individual shall be subject to a US Embassy Security background check.

**Database Management Specialist (FS-10):** This person shall have a Bachelor's Degree in a relevant field and a minimum of five years work experience in Information Management with international development organizations. S/he shall have Information Systems background with skills and abilities in data collection procedures, systems analysis, and information systems project management. Skills and experience in GIS applications and hardware platforms, database design and management is a plus.

**END OF SECTION C**

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## **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 semifinished 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 shall be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

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

### **D.2 BRANDING STRATEGY**

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

Program Name:

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](http://www.usaid.gov/branding), or any successor branding policy.

**END OF SECTION D**

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## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 TASK ORDER PERFORMANCE EVALUATION**

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

USAID/Afghanistan  
US Agency for International Development  
Café Compound  
US Embassy  
Great Masoon Road  
Kabul Afghanistan

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.

**END OF SECTION E**

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## **SECTION F – DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE**

The estimated period of performance for this task order is a base period of eighteen (18) months with one option period of eighteen (18) months.

### **F.2 DELIVERABLES/ REPORTS**

#### **REPORTS AND DELIVERABLES**

All reports and deliverables as stated in Section C shall be submitted as indicated in Section C.

#### **ANNUAL WORK PLAN (AWP)**

The Contractor shall prepare for the COR's review and approval an Annual Work Plan (AWP) setting forth in reasonable detail the Contractor's plans for pursuing activities set forth in this Task Order and detailing additional proposed activities that may substantially contribute toward the project goal, as required. The work plan should also delineate project work by region and province as appropriate. The draft AWP covering the first year of the project shall be provided in the context of the RFTOP proposal process, with a final version provided to the TOCOR no later than four weeks after the start of the project. Draft work plans for subsequent years shall be submitted to the COR at least 45 days prior to the start of each corresponding project year. As may be necessary due to circumstances beyond the Contractor's control, and subject to the COR's approval, the AWP may be amended and benchmarks added, deleted, or revised from time to time.

The AWP shall include a schedule of activities and tasks planned to be conducted, and the inputs planned to be provided by the Contractor, including a description of planned activities and tasks and an estimated budget – organized by component and, as appropriate, by sub-component.

The Contractor shall incorporate any required revisions into a final AWP no later than 15 days after receipt of such comments. The USAID COR shall provide a written approval of the final work plan to the Contractor. Should revised activities, performance indicators or performance targets become necessary, the Contractor shall submit a revised work plan to USAID for approval.

#### **QUARTERLY PERFORMANCE REPORTS**

The fourth report of each quarter submitted by the Contractor, submitted via email to the TOCOR within 30 days of the end of the quarter, shall be in the form of a quarterly performance report to the TOCOR, reflecting results and activities of the preceding quarter. . A description of the specific accomplishments of the Contractor should also be provided, including information on all activities, both ongoing and completed, by component, by gender, and geographically by province. The quarterly reports shall highlight any issues or problems that are affecting the

delivery or timing of services provided by the Contractor. These reports should summarize project progress against tasks and benchmarks, including tasks assigned through technical directives and identify implementation issues that may inhibit or enhance contractor performance. In each quarterly report, the Contractor shall include success stories which provide information that demonstrates the impact that the activity/program has had during the reporting period through materials such as stories, quotes and photos. The reports shall also discuss interaction with counterparts, and any necessary alterations to the work plan and initial timetable. As agreed upon by the TOCOR, quarterly reporting shall begin after the end of the first quarter from the contract award. The quarterly report is due to the activity manager and/or the COR on or before the last day of the month following the end of each quarter. The COR may make exceptions to this schedule depending on when exactly the contract is signed; for example, if the project begins in November, the time remaining in Q1 may be incorporated into the quarterly report for Q2.

Quarterly Reports Schedule for Submission:

Q1: January 1 to March 31

Q2: April 1 to June 30

Q3: July 1 to September 30

Q4: October 1 to December 31

Quarterly Report due April 30

Quarterly Report due July 31

Quarterly Report due October 31

Quarterly Report due January 31

## **QUARTERLY FINANCIAL REPORTS**

The Contractor shall submit to the TOCOR and to the USAID Financial Management Officer brief quarterly expenditure reports in keeping with 22 CFR 226.52, which shall contain a summary page which shows spending by category for the quarter, cumulative spending to date, available funding for the remainder of the activity and any variances from planned expenditures. The quarterly report shall outline also outline expenditures by results, as well as by province and regional command. If there are significant accrued expenditures for the quarter being reported upon which for some reason have not yet been billed to the contract, the Contractor shall include a brief note to that effect, with the specific amount involved, thus enabling the COR to accurately track IPP's expenditure rate. These reports shall be submitted approximately two weeks before the end of the quarter. The precise deadline each quarter for the submittal of the financial reports shall be specified by USAID.

## **FOREIGN ASSISTANCE FRAMEWORK ("F") AND OTHER REPORTING**

The Contractor shall provide input to the Mission's annual Operational Plan (OP), the Mission's Performance Plan and Report (PPR), and USAID Afghanistan's Afghan Info database annually. The purpose of the Mission's Operational plan, completed each fall, is to set targets for results projected for the following fiscal year. The purpose of the PPR, completed each spring, is to capture results achieved by USAID/Afghanistan during the prior fiscal year and report against

targets that were outlined in the OP. Afghan Info is populated at a minimum on a quarterly basis.

## **CLOSE OUT PLAN**

The Contractor shall submit a Demobilization Plan for TOCOR approval. The Demobilization Plan shall include an illustrative Property Disposition Plan, a plan for the phase-out of in-country operations, a delivery schedule for all reports or other deliverables required under the Contract and a timetable for completing all required actions in the Demobilization Plan, including the submission date of the final Property Disposition Plan to the OAA Director/Afghanistan.

## **FINAL REPORT**

The Contractor shall prepare and submit electronically to the TOCOR, no later than the estimated end-date of this contract date, a detailed final/completion report which summarizes the accomplishments and impact in relation to the expected results, and recommendations regarding future and unfinished work. The report shall include, but not be limited to:

The final/completion report shall also contain an index of all reports and information products produced under this contract. The completion report may provide recommendations for follow-on work that might complement the work completed under the contract. The TOCOR shall provide written comments, and the Contracting Officer may likewise add written comments, which the Contractor shall address in revising the draft and submitting a final completion report. The TOCOR is required to document/certify in the official TOCOR file on a quarterly basis confirming that the contractor is complying with specific reporting/delivery requirements

### **F.3 WORKDAYS ORDERED**

#### **(a) Illustrative Functional Labor:**

exceed the ceiling price of this delivery order. Under no circumstances shall such adjustments authorize the contractor to be paid any sum in excess of the ceiling price.

**F.4 TECHNICAL DIRECTION AND DESIGNATION OF RESPONSIBLE USAID OFFICIALS**

The Administrative Contracting Office is:

Office of Acquisition & Assistance  
U.S. Agency for International Development  
U.S. Embassy Café Compound  
Great Masood Road  
Afghanistan

The Contracting Officer's Representative (COR) shall be designated as stated in Section G.2.

**F.5 PLACE OF PERFORMANCE**

Performance of this contract shall be principally in Afghanistan.

**F.6 AUTHORIZED WORK DAY / WEEK**

No overtime or premium pay is authorized under this Task Order. A six day work week is authorized.

**F.7 PERFORMANCE STANDARDS**

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

**END OF SECTION F**

## **SECTION G – TASK ORDER ADMINISTRATION DATA**

### **G.1 CONTRACTING OFFICER'S AUTHORITY**

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

### **G.2 TECHNICAL DIRECTION**

The USAID/Afghanistan Stabilization Unit shall provide technical oversight to the Contractor through the designated COR. The TOCO shall issue a letter appointing the TOCOR for the task order and provide a copy of the designation letter to the contractor.

### **G.3 ACCEPTANCE AND APPROVAL**

The COR must accept and approve deliverables before payment may be made.

### **G.4 INVOICES**

The preferred method of transmission of invoices is through electronic medium at the following address: [KabulAIDevouchers@usaid.gov](mailto:KabulAIDevouchers@usaid.gov). Subject line shall read Award No. and name of firm. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe format. If submitting invoices electronically, do not send a paper copy. Paper copy submission: One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management (OFM) at the following address:

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

If submitting invoices electronically, do not send a paper copy.

**END OF SECTION G**

## **SECTION H – SPECIAL TASK ORDER REQUIREMENT**

### **H.1 KEY PERSONNEL**

The contractor shall provide the following key personnel for the performance of this task order:

- Chief of Party (COP) (Program Development Specialist – Senior);
- Monitoring & Evaluation Specialist (Social Scientist – Mid);
- Spatial Analysis and GIS Specialist (Management Information Scientist – Mid);
- Deputy Chief of Party (DCOP) (FS 12); and
- Database Management Specialist (FS-10.)

Chief of the Party must have US citizenship. Other key personnel are not limited to US Citizens. USAID reserves the right to adjust the level of key personnel during the performance of this task order

### **H.2 AUTHORIZED GEOGRAPHIC CODE**

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

### **H.3 AIDAR 752.211-70 LANGUAGE AND MEASUREMENT (JUNE 1992)**

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

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

### **H.4 GOVERNMENT FURNISHED FACILITIES OR PROPERTY**

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

(b) If at any time it is determined that the contractor, or any of its employees or consultants, have used U.S. Government facilities or personnel either in performance of the contract itself, or in advance, without authorization in, in writing, by the Contracting Officer, then the amount

payable under the contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the contractor, as determined by the contracting officer.

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

## **H.5 CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY**

All reports generated and data collected during this project shall be considered the property of USAID and shall not be reproduced, disseminated or discussed in open forum, other than for the purposes of completing the tasks described in this document, without the express written approval of a duly-authorized representative of USAID. All findings, conclusions and recommendations shall be considered confidential and proprietary.

## **H.6 CONTRACTOR'S STAFF SUPPORT, AND ADMINISTRATIVE AND LOGISTICS ARRANGEMENTS**

The Contractor shall be responsible for all administrative support and logistics required to fulfill the requirements of this task order. These shall include all travel arrangements, appointment scheduling, secretarial services, report preparations services, printing, and duplicating.

## **H.7 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21)**

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

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

## **H.8 EXECUTIVE ORDER ON TERRORISM FINANCING**

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

## **H.9 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE**

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

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

(i) Contractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:

Office of Financial Management  
U.S. Agency for International Development  
U.S. Embassy Café Compound  
Great Masood Road  
Afghanistan

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

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

## **H.10 USAID DISABILITY POLICY - ACQUISITION (DECEMBER 2004)**

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

<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

## **H.11 752.245-71 TITLE TO AND CARE OF PROPERTY (APR 1984)**

- a) Title to all non-expendable property purchased with contract funds under this contract and used in the Cooperating Country, shall at all times be in the name of the Cooperating Government, or such public or private agency as the Cooperating Government may designate, unless title to specified types or classes of non-expendable property is reserved to USAID under provisions set forth in the schedule of this contract; but all such property shall be under the custody and control of Contractor until the owner of title directs otherwise, or completion of work under this contract or its termination, at which time custody and control shall be turned over to the owner of title or disposed of in accordance with its instructions. All performance guaranties and warranties obtained from suppliers shall be taken in the name of the title owner. (Non-expendable property is property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of \$500 or more.
- b) Contractor shall prepare and establish a program, to be approved by the Mission, for the receipt, use, maintenance, protection, custody, and care of non-expendable property for which it has custodial responsibility, including the establishment of reasonable controls to enforce such program.
- c) (1) For non-expendable property to which title is reserved to the U.S. Government under provisions set forth in the schedule of this contract, Contractor shall submit an annual

report on all non-expendable property under its custody as required in the clause of this contract entitled “Government Property”.

(2) For non-expendable property titled to the Cooperating Government, the Contractor shall, within 90 days after completion of this contract, or at such other date as may be fixed by the Contracting Officer, submit an inventory schedule covering all items of non-expendable property under its custody, which have not been consumed in the performance of this contract. The Contractor shall also indicate what disposition has been made of such property.

## **H.12 ENVIRONMENTAL COMPLIANCE**

The contractor shall comply with 22 CFR 2161 requirements, the Initial Environmental Examination Recommendations and Afghan environmental laws and regulations.

## **H.13 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 2004)**

### Contract Reports and Information/Intellectual Products

(1) The Contractor shall submit to USAID’s Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency’s ADS Chapter 540. Information may be obtained from the Contracting Officer Representative (COR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit two copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

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

#### b. Submission requirements.

##### (1) Distribution

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

(A) Via E-mail: [docsubmit@usaid.gov](mailto:docsubmit@usaid.gov)

(B) Via U.S. Postal Service:

Development Experience Clearinghouse  
M/CIO/KM  
RRB M.01

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<sup>1</sup> [http://www.usaid.gov/our\\_work/environment/compliance/index.html](http://www.usaid.gov/our_work/environment/compliance/index.html)

U.S. Agency for International Development  
Washington, DC 20523

or

(C) Online: <http://dec.usaid.gov>

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

(2) Format

- (1) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID COR, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet, the name, organization, address, telephone number, fax number, and Internet address of the submitting party.
- (2) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.
- (3) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.
- (4) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.
- (5) The electronic document submission shall include the following descriptive information:
  - (A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.
  - (B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.
  - (C) Any other necessary information, e.g., special backup or data compression routines, software used for storing/retrieving submitted data or program installation instructions.

**END OF SECTION H**

## SECTION I- CONTRACT CLAUSES

### **I.1 Reference Analytical Services III IQC**

The entire contract clauses of the Analytical Services IQC are incorporated in this Task Order and shall have the same effect unless otherwise noted elsewhere in this Task Order or authorized by the TOCO.

**This task order incorporates the following clauses in full text.**

### **I.2 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 (JUL 2010)

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

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

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

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

(1) *Salary and bonus.*

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

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

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

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

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

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008

(Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information shall 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.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

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

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

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

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

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

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

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

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

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

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

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

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

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

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

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

(To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

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

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

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

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

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

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

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

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

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

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

### **I.3 52.243-3 Changes Time and Materials or Labor-Hours (Sept 2000)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (*i.e.*, hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(7) Amount of Government-furnished property.

(b) If any change causes an increase or decrease in any hourly rate, the ceiling price, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in any one or more of the following and shall modify the contract accordingly:

(1) Ceiling price.

(2) Hourly rates.

(3) Delivery schedule.

(4) Other affected terms.

(c) The Contractor shall assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause excuses the Contractor from proceeding with the contract as changed.

#### **I.4 52.246-6 Inspection Time and Material and Labor Hour (May 2001)**

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

“Contractor’s managerial personnel” means any of the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

“Materials” includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that shall not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) of this clause, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the “hourly rate” for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) of this clause, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(1) Fraud, lack of good faith, or shallful misconduct on the part of the Contractor’s managerial personnel; or

(2) The conduct of one or more of the Contractor’s employees selected or retained by the Contractor after any of the Contractor’s managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

#### **I.5 AAPD 10-04 Use of Synchronized Pre-deployment and Operational Tracker (SPOT) for Contractors Supporting a Diplomatic or Consular Mission Outside the United States (supplement to FAR 52.225-19)**

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

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

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

#### **I.6 52.225.13 Restrictions on Certain Foreign Purchases (June 2008)**

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

OFAC's implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

## **I.7 Certification Regarding Provision of Support to Persons Engaged in Terrorism**

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

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

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

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

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

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

should be aware.

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

3. For purposes of this Certification.

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

b. "Terrorist act" means-

(i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site:

<http://untreaty.un.org/English/Terrorism.asp>); or

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

(iii) any other act intended to cause death or serious bodily injury to a civilian, or to

any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

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

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

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

(b) By entering into this contract, the Contractor acknowledges that it has a continuing obligation

and shall notify the Contracting Officer within 72 hours in writing if it has intentionally or

unintentionally taken any actions that have the result and effect of being inconsistent with the

certification in subsection (a) of this clause.

(c) The certification in paragraph (a) of this provision and the requirement to update the

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

**I.8 4-14.001 Information for Non-US contractors, subcontractors, and key individuals.**

(a) The Contractor must complete and submit the "USAID Information Form" in located in Appendix B, Mission Order 201.4, "National Security Screening (Non-US Party Vetting)" located in ANNEX A of this solicitation for:

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

(ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, that is a non-U.S. entity; or

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

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

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

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

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

(i) Once a year; or

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

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

**END OF SECTION I**