

Request for Proposal (RFP)

RFP No: AUAF-RFP-18-001

Issuance Date: January 31, 2018

Closing Date: February 28, 2018

Project

Hiring of Private Security Company for AUAF Campuses

Required Sealed Bids in two Envelopes,
“Technical Proposal” and “Financial Proposal”

The following documents are required to be submitted prior to the “Pre-Bid Conference/Site Visit” by the Offerors to AUAF Procurement Department no later than 02:30pm on February 7, 2018 in order to be permitted to attend the “Pre-Bid Conference/Site Visit”

1. Company’s Business License
2. PSC License
3. Certification to PSC1 and ISO18788

On receipt of the required documents, those Offerors who qualify will be emailed inviting them to attend the “Pre-Bid Conference/Site Visit”

Pre-Bid Conference/Site Visit: February 9, 2018 at 10:00am

Note: Proposals will be accepted only from Offerors who attend the “Pre-Bid Conference/Site Visit.”

The American University of Afghanistan
Darulaman Road,
District 6, Kabul, Afghanistan

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SECTION – 1:

Background:

The American University of Afghanistan (AUAF) is Afghanistan's only private, not-for-profit, institution of higher education, offering internationally-supported degree programs and education. The AUAF has in the past and continues to be under threat from Afghan Opposition Groups (AOG's) and suffered both a kidnapping/abduction of two international male professors (at the time of writing still being held captive) and a complex attack by the Taliban during late summer 2016. Additionally, AUAF is under high threat of future attack from a range of terrorist entities. The American University of Afghanistan possesses a Presidential waiver that allows the hiring of a Private Security Company (PSC).

This Statement of Service (SoS) is predicated on a number of threats and risks formulated by continual threat, vulnerability and risk assessment which the AUAF uses as a foundation for operations in Afghanistan:

- Employees, students, visitors, offices and residences of international organizations are acknowledged targets for both AOG's and criminal entities. Having recently suffered from a complex attack and an ongoing kidnap/abduction of personnel, the AUAF's profile is already higher than most other international organizations. The threats to the AUAF are exacerbated during class times and hours of darkness.
- Both international and national staff are vulnerable when travelling by road, whether in urban or rural locations, whether as pedestrians or in motor vehicles.
- Among international organizations, there is a lack of timely, shared, and actionable information, which results in organizations not being aware of, thus not being able to act appropriately to potential threats and ongoing incidents or re-posture correctly following incidents.
- Communications capabilities must be employed to ensure effective and rapid information sharing when operating in the current security environment.

Project Summary:

The AUAF is seeking qualified "Risk Management Companies" (RMC) with a valid Private Security License or a "Private Security Company" with a valid Private Security License and certification to PSC1 and ISO18788, to submit proposals for a forthcoming contract to provide an all-inclusive security solution to mitigate current and future perceived threats and risks to the American University of Afghanistan (AUAF).

Government Withholding Tax

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, AUAF is required to withhold "contractor" taxes from the gross amounts payable to all Afghan/International for-profit subcontractors/vendors. In accordance with this requirement, AUAF shall withhold two percent (2%) tax from all gross invoices to Afghan subcontractors/vendors under this Agreement with active AISA or Ministry of Commerce license. For subcontractors/vendors without active AISA or Ministry of Commerce license, AUAF shall withhold seven percent (7%) "Contractor" taxes per current Afghanistan Tax Law. Before the signing of this Agreement, the subcontractor/vendor will provide a copy of the organization's AISA or Ministry of Commerce license and TIN (Tax Identification Number). Amounts deducted from the

invoices will be forwarded to the Ministry of Finance (MOF) Tax Division credited to the firm's TIN. Records of payments to the MOF shall be maintained on file with AUAF. Source, Origin and Nationality

The vendor may not supply any goods or services manufactured in or shipped from the following countries: Cuba, Iraq, Iran, Laos, Libya, North Korea, or Syria.

Eligibility for USG Fund:

AUAF shall not award a contract/subcontract to any firm or firms' principals who are debarred, suspended, or otherwise considered ineligible by U.S. Government.

Terrorism Executive Order 13224

Contractor agrees and certifies to take all necessary actions to comply with Executive Order No. 13224 on Terrorist Financing; blocking and prohibiting transactions with persons who commit, threaten to commit, or support terrorism.

E.O. 13224 is available at:

<https://ustreas.gov/offices/enforcement/ofac/programs/terror/terror.pdf>. The attachment does not include 'Names of Those Designated' after 23 September 2001; therefore, Contractors are required to obtain the updated list at the time of procurement of goods or services. The updated list is available at:

<http://www.treas.gov/offices/enforcement/ofac/sdn/>. Additional restricted party screening may also be performed through the Excluded Parties List System, which is available online at the following address: <https://www.epls.gov/>.

Sub-contracting

In the event the Contractor requires the services of subcontractors, the Contractor shall obtain prior written approval of AUAF for all such subcontractors. The approval of AUAF shall not relieve the Contractor of any of obligations under this Contract, and the terms of any sub-contract shall be subject to and in conformity with the provisions of this Contract.

SECTION – 2:

Statement of Service:

The American University of Afghanistan (AUAF) seeks to retain the services of a highly qualified and accredited "Risk Management Company" (RMC) with a valid Private Security License or a "Private Security Company" with a valid Private Security License and certification to PSC1 and ISO18788 as a major component to mitigate security threat and risk across all of its facilities:

- International Campus (approximately 50 acres) located in PD7 on the eastern side of Darulaman Road.
- West Campus (approximately 5 acres) located in PD6 on the western side of Darulaman Road.

The RMC/PSC must have the ability to mobilize and be fully operational by no later than Ninety (90) days post contract award. The selected RMC/PSC must have the ability to ensure the oversight, training, and management of a security force sufficient to identify and respond to ongoing threats against the AUAF. The AUAF require the service of an experienced RMC/PSC with a proven track record and ability to deter

and defeat the current and perceived threats against the AUAF, including; Active Shooters, IDF, BBIED's, VBIED's and complex attacks, such as have been conducted in Kabul Afghanistan, on NATO, Diplomatic or UN establishments for the past ten years. The selected RMC/PSC must also have the ability to develop and maintain appropriate Standard Operating Procedures (SOP's) for fluid and changing situations including comprehensive security and training plans which complement the existing overarching AUAF security policies.

Relationships:

The selected RMC/PSC must demonstrate excellent working relationships with a variety of external stakeholders including PD6, PD7, NDS, ANA, ANDSF, and other local agencies.

Communications:

The selected RMC/PSC must demonstrate the ability to operate and maintain 24/7 command and operation centers. These centers must coordinate CCTV, internal and external communications, public address and alarm, vehicle and personnel tracking and digital accountability systems, in conjunction with both internal and external stakeholders, whilst being the initial point of contact for all emergencies. The command centers must work to predict trends and also dispatch forces to the correct location during any incident. Communication must also include such items as internal training, drills, briefings, and correct radio procedures. Security exercises must also take place at least once per semester to include all elements of the AUAF community. External communication must include the processing of threat assessments and security analysis from a variety of sources. The RMC/PSC must provide a daily, weekly and monthly intelligence report detailing threats, risks, incidents and events across Afghanistan.

Internal Operations:

The selected RMC/PSC must understand and have experience in working within a customer service related environment – The ability to provide assistance and advice by a company or organization to those that use its products or services. The RMC/PSC must have the ability to design and implement access control procedures that provide appropriate security for AUAF operations. The RMC/PSC selected must have the ability to become “part of the landscape” and provide excellent customer service to both staff and students.

Journey Management:

The selected RMC/PSC must have the capability to design and implement processes that allow safe and protected travel from AUAF facilities and locations to various destinations within Kabul. The RMC/PSC must provide Armed Escorts for designated staff traveling within AUAF vehicles whilst off campus.

Perimeter Security:

The RMC/PSC must provide 24/7 protection of all AUAF perimeters.

Inner-Compound Security:

The University expects a Quick Reaction Force (QRF) to operate within both the International and West campuses. This QRF must consist of armed personnel expected to patrol University grounds and buildings with the ability to respond immediately to an incident or emergency within a specific timeframe. The RMC/PSC must provide the appropriate type of weaponry to address both current and perceived future threats.

Access Control/Personnel Accountability:

The selected RMC/PSC must possess the ability to control and monitor both pedestrian and vehicle traffic entering or exiting the University. The selected RMC/PSC must also have the ability to manage a personnel accountability system.

Emergency Tactical Situations:

The selected RMC/PSC must possess the ability to deter, detect & defend, against credible threats to University staff, students, and property. Additionally, the RMC/PSC must assist personnel during sheltering-in place, relocation & evacuation and must be equipped to manage a variety of emergencies from man-made disasters and crisis such as fire or earthquake through to active shooter, IED, complex attack and medical emergencies.

Administration:

In the first instance the RMC/PSC must comply with the following Afghan Government documents;

http://psm.du.edu/media/documents/national_regulations/countries/asia_pacific/afghanistan/afghanistan_draft_regulations_on_psc_2008-english.pdf

[http://www.appf.gov.af/downloads/documents/RMCProcedures--Final\(English\).pdf](http://www.appf.gov.af/downloads/documents/RMCProcedures--Final(English).pdf)

Both of these documents direct the procedures under which RMC/PSC must operate within Afghanistan.

The selected RMC/PSC will report directly to the University's Director of Security and must possess the ability to comply with all AUAF administrative policies and procedures.

1. Manning

The following represents the manpower and equipment required:

- Expatriate Project Manager

The RMC/PSC shall provide a Project Manager who possesses a minimum of five years experience within the private security industry with at least three years in post-conflict/non-permissive environments and one year in Afghanistan. Furthermore, the Project Manager must have extensive previous military or law enforcement experience with demonstrated managerial progression on projects of similar size and responsibility.

The Project Manager must have previous experience of protective and physical security services in Afghanistan. The RMC/PSC Project Manager must be responsible for all security related activities indicated below:

- i) Assist and directly interact with the AUAF Security Director in the continual development of counter measures and contingency plans to mitigate local security conditions and threats.
 - ii) Establish and conduct security training protocols for both international and national staff, including but not limited to: first aid, environmental awareness training, communications, journey management and contingency countermeasures.
 - iii) Maintain all RMC/PSC project security staff skills levels through a regular training, drills & exercise program to ensure compliance with Afghan government RMC/PSC policies, coupled with AUAF regulatory policies.
 - iv) Acquire/provide actionable information analysis and threat information services in a timely manner. All actionable information must be in written report format unless time sensitive.
 - v) Design and implement a full suite of Standard Operating Procedures (SOP's), to include an overarching Site Security Plan (SSP), Emergency Action and Evacuation Plans and policies/procedures for all daily operational tasks.
 - vi) Should hold an in date minimum first aid qualification of First Person On Scene intermediate – FPOS(i), preferably Pre Hospital Trauma Life Support (PHTLS).
- Expatriate Deputy Project Manager

The RMC/PSC shall provide a Deputy Project Manager who possesses a minimum of four years experience within the private security industry with at least two years in post-conflict/non- permissive environments and one year in Afghanistan. Furthermore, the Deputy Project Manager must have extensive previous military or law enforcement experience with demonstrated managerial progression on projects of similar size and responsibility.

The Deputy Project Manager must have previous experience of protective and physical security services in Afghanistan. The RMC/PSC Deputy Project Manager will be responsible to assist the Project Manager for all security related activities indicated below and deputize in the Project Managers absence:

- i) Assist the Project Manager in the continual development of counter measures and contingency plans to mitigate local security conditions and threats.

- ii) Conduct security training for both AUAF international and national staff, including but not limited to: first aid, environmental awareness training, communications, journey management and contingency countermeasures.
 - iii) Ensure that all RMC/PSC project security staff skills levels are maintained through a regular training, drills & exercise program to ensure compliance with Afghan government RMC/PSC policies, coupled with AUAF regulatory policies.
 - iv) Continuously monitor project staff performance and make regular recommendations to the Project Manager to improve performance and efficiency.
 - v) Develop best practices and tools for project management and execution.
 - vi) Should hold an in date minimum first aid qualification of First Person On Scene intermediate – FPOS(i), preferably Pre Hospital Trauma Life Support (PHTLS).
- Third Country Nationals (TCN's)

The RMC/PSC shall provide Third Country Nationals (TCN's), as detailed in the project manning table below. All TCN's must meet the Government of Afghanistan requirements under PSC guidelines. All TCN's must meet the following criteria:

- i) Have previous military or law enforcement experience.
 - ii) Have previous experience operating in a hostile/non-permissive environment.
 - iii) Competence in both oral and written English.
 - iv) Competence in the use of small arms, namely 9mm pistols, 7.62mm AK47 and 7.62mm PKM machine gun.
 - v) Physically fit with no pre-existing medical conditions. A pre-existing condition is defined as any injury, illness, sickness, disease, or other physical, medical, mental or nervous condition, disorder or ailment that, with reasonable medical certainty, existed at the time of application. Also conditions that may be aggravated by performing their employment related duties and therefore present a risk to the individual, employer or the AUAF.
 - vi) Should hold an in date minimum first aid qualification of First Person On Scene (FPOS), preferably First Person On Scene intermediate – FPOS(i).
- Explosive Detection Dog (EDD) Handlers

The RMC/PSC shall provide EDD Handlers as detailed in the project manning table below. All EDD Handlers must meet the Government of Afghanistan requirements under PSC guidelines. All EDD Handlers must meet the following criteria:

- i) EDD Course qualified.
- ii) Have a Military/Police K9 background (civilian/PSC Experience acceptable).
- iii) Must hold a K9 Certification – Validated Military/PSC/Civilian accredited.
- iv) Competence in both oral and written English.
- v) Physically fit with no pre-existing medical conditions. A pre-existing condition is defined as any injury, illness, sickness, disease, or other physical, medical, mental or nervous condition, disorder or ailment that, with reasonable medical certainty, existed at the time of application. Also conditions that may be aggravated by performing their employment related duties and therefore present a risk to the individual, employer or the AUAF.
- vi) Should hold an in date minimum first aid qualification of First Person On Scene (FPOS), preferably First Person On Scene intermediate – FPOS(i).

- Host Country Nationals (HCN's)

The RMC/PSC shall provide male and female HCN's as detailed in the project manning table below. All HCN's must meet the Government of Afghanistan requirements under PSC guidelines. All HCN's must meet the following criteria:

- i) Have previous experience as a static armed/unarmed guard.
- ii) Competent in vehicle and personnel search procedures.
- iii) Competence in both oral and written English.
- iv) Armed guards must be competent in the use of small arms, namely 9mm pistols and the 7.62mm AK47.
- vii) Have no pre-existing medical conditions. A pre-existing condition is defined as any injury, illness, sickness, disease, or other physical, medical, mental or nervous condition, disorder or ailment that, with reasonable medical certainty, existed at the time of application. Also conditions that may be aggravated by performing their employment related duties and therefore present a risk to the individual, employer or the AUAF.
- viii) Should be trained and hold an in date certificate of Basic First Aid.
- v) In accordance with Afghan Labor Law, female HCN's must not carry weapons or work after last light.

- Explosion Detection Dogs (EDD)

The RMC/PSC shall provide EDD's as detailed in the project manning table below. All EDD's must meet the Government of Afghanistan requirements under PSC guidelines. All EDD's must meet the following criteria:

- i) Dog breeds should be Labradors, Retrievers, Springer & Cocker Spaniels, Malinois and German Shepherds or equivalent breed capable of carrying out the task of EDD.

- ii) Proof of prior training and up to date training records prior to initial deployment.
- iii) Up to date medical records/inoculations.
- iv) Trained to search for and indicate the presence of Explosive substances with a passive indication.
- v) Should not be distracted by sound, movement or other influences and continue to search in a variety of circumstances.
- vi) Must work on and off the lead and at a distance from the handler ensuring safety at all times.
- vii) Trained to complete their searches within different scenarios including; a variety of building types and sizes, Vehicles of differing types and size at a variety of locations and scenarios, areas and routes.
- viii) Able to detect the following explosives; Semtex A, Semtex H, C4, PE4, RDX, PETN, Black Powder, Smokeless Powder, HME such as ANFO, Cordex/Det Cord/Time Fuse, TNT and Nitro Glycerin based substances.

2. Manning Table

The manning table, proposed position manning and logistical support/equipment requirement will be distributed to those offerors who meet the qualifying criteria (see section No. 3 – Eligibility Terms Serial 2) on the site survey day.

SECTION – 3:

Evaluation Process & Criteria:

The proposals will be evaluated by using the criteria set out below and best value to AUAF considering both technical and cost factors. AUAF will use the Trade-Off Process (FAR Part: 15.101-1).

AUAF may reject all of the proposals submitted for good cause. AUAF may negotiate price with one or more of the bidders if it feels that negotiations would improve the chances that AUAF receives a better quotation. As a result of this RFP, AUAF will issue a two (2) Year base Firm Fixed Price Contract with three (3) years options (Extendable) depending on the donor/s fund availability.

Eligibility of Proposals for Technical Evaluation Process:

S/No.	Eligibility Terms	YES	NO
1	All interested Offerors shall attend the “pre-bid/site visit session which is due on <i>February 9, 2018 at 10:00am</i> . Proposals will not be considered from Offerors who do not attend the site visit and will be disqualified.		

2	Companies shall have the required PSC License, AISA License and certification to PSC1 and ISO18788 in order to be eligible for technical evaluation process. Proof of the licenses must be attached with the proposal. Proposals without the mentioned licenses will be disqualified.		
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Technical Factors for Evaluation of Proposals:

S/No.	Criteria	Score
1	Clear Understanding of AUAF Requirements: Proposal demonstrates a clear understanding of the requirement; expectations, manpower, role and responsibilities, timelines and capabilities.	25
2	Technical Approach to the Proposal: Proposal details the approach of how the offeror shall meet all the aspects of the statement of service. Demonstrates innovative ideas and concepts to improve service delivery and performance in the most cost effective ways and sets the company apart from other offerors.	30
3	Qualifications and Experience: Offeror shall provide documentation which demonstrates the qualifications necessary to manage and administer this project. This includes accreditation to PSC1, ISO 18788 and other international standards. The offeror shall provide the key manpower with the experience and qualifications as detailed within this RFP.	25
4	Past Performance of projects similar in scale and scope: The offeror shall provide a list of clients and contact information for current and recently completed projects that are similar in scale and scope. This includes overview of the project, quality of service, timeliness/responsiveness, cost control and resolutions to client issues.	20
Total		100

Criteria for Ratings Each Technical Factor:

Point No. 1 - Clear Understanding of AUAF Requirements: Proposal demonstrates a clear understanding of the requirement; expectations, manpower, role and responsibilities, timelines and capabilities.

20-25	Proposal demonstrates excellent understanding of requirements and sets out clear defined deliverables which are achievable within the timelines and capabilities of the offeror.
16-19	Proposal demonstrates good understanding of requirements and sets out deliverables, some of which are achievable within the timelines and capabilities of the offeror.
10-15	Proposal demonstrates acceptable understanding of requirements and sets out a limited number of deliverables some of which are achievable within the timelines and capabilities of the offeror.
5-9	Proposal demonstrates superficial understanding of requirements to meet minimum contract performance and specifications. Provides no depth and shows some weakness and/or inadequacies to meet timelines and expectations.
0-4	Proposal fails to meet the requirements and has significant weaknesses and/or deficiencies that do not demonstrate the offeror's capability to meet deliverables in the specified timelines.

Point No. 2 - Technical Approach to the Proposal: Proposal details the approach of how the offeror shall meet all the aspects of the statement of service. Demonstrates innovative ideas and concepts to improve service delivery and performance in the most cost effective ways and sets the company apart from other offerors.

25-30	Proposal demonstrates excellent understanding of the statement of service and provides innovative ideas to improve service delivery and performance in cost effective ways.
19-24	Proposal demonstrates good understanding of the statement of service and provides some ideas to improve service delivery and performance.
13-18	Proposal demonstrates acceptable understanding of the statement of service but ideas and concepts to improve both service delivery and performance are unrealistic.
7-12	Proposal demonstrates superficial understanding of the statement of services and only meets minimum service delivery. Provides no depth and shows some weakness and/or inadequacies.
0-6	Proposal fails to meet understanding of the statement of service and has significant weaknesses and/or deficiencies. No innovative ideas or concepts are provided to improve service delivery or performance.

Point No. 3 - Qualifications and Experience: Offeror shall provide documentation which demonstrates the qualifications necessary to manage and administer this project. This includes accreditation to PSC1 and other international standards. The offeror shall provide the key manpower with the experience and qualifications as detailed within this RFP.

20-25	Proposal details excellent qualifications and accreditations to international standards which demonstrate the offeror's capability to manage and administer the project. Proposal provides key manpower with the necessary experience and qualifications as stipulated.
16-19	Proposal demonstrates good qualifications and accreditations to international standards which demonstrate the offeror's capability to manage and administer the project. Proposal key manpower almost meets the experience and qualifications as detailed but lacks one or two components.
10-15	Proposal demonstrates acceptable qualifications and accreditations to international standards which demonstrate the offeror's capability to manage and administer the project. Key manpower does not meet the experience and qualifications as detailed.
5-9	Proposal demonstrates superficial understanding of the qualifications and accreditations to international standards requirement and therefore does not provide evidence of the offeror's capability to manage and administer the project.
0-4	Proposal fails to detail international qualifications and accreditations which highlight the offeror's significant weaknesses and/or deficiencies to manage and administer the project.

Point No. 4 - Past Performance of projects similar in scale and scope: The offeror shall provide a list of clients and contact information for current and recently completed projects that are similar in scale and scope. This includes overview of the project, quality of service, timeliness/responsiveness, cost control and resolutions to client issues.

17-20	Proposal demonstrates excellent understanding of requirements and offeror's exceptional strengths that will significantly benefit the AUAF. Current and previous clients indicate excellent performance; especially regarding quality, timeliness/responsiveness, cost control and resolutions to client issues.
13-16	Proposal demonstrates good understanding of requirements and several strengths of the offeror that will benefit the AUAF. Current and previous clients indicate good performance; especially regarding quality, timeliness/responsiveness, cost control and resolutions to client issues.

9-12	Proposal demonstrates acceptable understanding of requirements with acceptable solutions. Few or no strengths of the offeror that will benefit the AUAF. Current and previous clients indicate acceptable performance; especially regarding quality, timeliness/responsiveness, cost control and resolutions to client issues.
5-8	Proposal demonstrates superficial understanding of requirements to meet minimum contract performance and specifications. Provides no depth and shows some weakness and/or inadequacies. Current and previous clients indicate fair performance; especially regarding quality, timeliness/responsiveness, cost control and resolutions to client issues.
0-4	Proposal fails to meet the requirements and has significant weaknesses and/or deficiencies. Little or no evidence to demonstrate acceptable levels of current or previous client performance on projects similar in scale and scope.

RFP Terms & Conditions:

Please read carefully all terms and conditions of RFP before you bid.

Administrative Requirements	Valid PSC, AISA and weapon Licenses maintained as required by Afghan government
Payment Terms	Net 45 days after the receipt of the proper invoice and satisfactory service approved by the AUAF Director or Assistant Director of Security on a monthly basis throughout the contract period
Validity of Proposal	120 days
Completeness of Proposal.	■ Partial bids not allowed
Delivery Point for Proposals:	Attn: Procurement Department American University of Afghanistan – AUAF West Campus, Darulaman Road, Kabul, Afghanistan
Withholding Tax.	As per Afghan tax withholding law

Proposal Submission Guidelines:

Proposals should be submitted in two separate sealed envelopes, Technical Proposal and Financial Proposal, in hard copies only to the above mentioned address by no later than 03:00PM February 28, 2018. Electronic bids are not permitted and will not be considered.

Please ensure to submit your DBA cost as a straight through cost to AUAF in your Financial Proposal.

NOTE: Bids/Proposals received after the due date will not be considered.

Others:

AUAF as a not-for-profit educational institution expects to be charged no more than standard humanitarian agency rates. AUAF will not pay any of the bidders' cost of preparing their proposals under this RFP.

Offeror Information:

Kindly provide the following information in your offers:

Authorized Signature:

Name:

Title:

Company:

Email Address:

Telephone(s):

SECTION – 4:

The following flow-down FAR and 2 CFR Clauses are incorporated herein by reference and full text. If the following references are made they shall mean the following:

Agreement Officer shall mean AUAF Procurement Director

USAID shall mean USAID and enforced by AUAF

U.S. Government shall mean U.S. Government or AUAF

AO shall mean AUAF Procurement Director

FAR Clauses which will be incorporated by reference in the contract:

52.202-1 Definitions.

52.203-5 Covenant Against Contingent Fees.

52.203-6 Restrictions on Subcontract Sales to the Government.

52.203-7 Anti-Kickback Procedures.

52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.

52.204-19 Incorporation by Reference of Representations and Certifications.

52.203-8 Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity.

52.203-13 Contractor Code of Business Ethics and Conduct.

52.203-16 Preventing Personal Conflicts of Interest.

52.204-2 Security Requirements.

52.204-7 System for Award Management.

52.217-2 Cancellation Under Multi-year Contracts.

A.16.7 FRAUD REPORTING:

The awardee is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U. S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal course of business. This [clause/provision] must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

(End of Provision)

A.16.9 HOST COUNTRY TAXES AND DUTIES:

The Recipient is advised that equipment, materials, and funds introduced into Afghanistan under the USAID program are exempt from customs duties and taxes of every kind. Accordingly, and in accordance with the applicable U.S. Government cost principles (see 22 CFR 226.27), such costs are unallowable and may not be charged to this Award or paid with funding provided hereunder. If the Recipient is assessed any such charges, the Recipient shall bring the proposed assessment to the immediate attention of the Agreement Officer and USAID/Kabul.

(End of Provision)

A.16.11 SERIOUS INCIDENT REPORTING REQUIREMENTS:

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

A serious incident is defined as any of the following against an employee paid for with US Government funding or on a USAID funded work site regardless of the tier of the employee:

1. Death of an individual.

2. Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee
3. The detention of an employee against their will.

Implementing partners shall provide initial notification to the USAID Safety and Security Office (SSO), either orally or by email, of any serious incident - as soon as practical if it cannot be done immediately. The emails shall be sent to: kabulaidssso@usaid.gov. This notification must provide as many details as are known at the time about of the incident.

Within 24 hours of the incident, the implementing partner shall submit a more formal written incident report. The prime partner shall provide the report to the SSO and will concurrently send a copy to the USAID Cognizant Contracting/Agreement Officer's Representative (C/AOR) and the Contracting/Agreement Officer (C/AO).

The initial written report shall include the award number, the name of the company, location where the incident occurred (Latitude/Longitude or MGRS), time when the incident occurred, a brief description of the events of the incident, details about any known casualties and a point of contact for the company.

The implementing partner shall provide a follow-up comprehensive written report of events surrounding the incident within 96 hours when greater details are known. Additionally, if a serious incident which involves an employee wounded in action (WIA) who later succumbs of the wound (s), the partner shall notify the SSO within 24 hours of the death of the individual.

(End of Provision)

A.16.12 VETTING:

Information for Non-US recipient, sub recipients, and key individuals:

- (a) The recipient must complete and submit the "USAID Information Form" in appendix B. for:
 - (i) Itself, if it is a non-U. S. entity; (ii) Each sub recipients or sub recipients of a sub recipients, 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 USA ID-financed program; and (v) any other person with significant responsibilities for administration of USAID financed activities or resources.

- (c) The requirements of paragraph (a) of this clause must be completed at prior to the Government's acceptance of the agreement 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 Agreement Officer will provide written instructions to the recipient to terminate the sub-award.

Vetting Procedures:

As per Mission Order No. 201.04 with Supplements Mission Order 201.03, the Vetting Procedures should be conducted by consulting the following:

The Vetting will be required for any Non-US Parties proposed for award or sub-award, or any instrument acting as any of the same, equal to or in excess of \$25,000 at any tier. In addition, vetting will be required for each sub-awardee contracted by the Implementing Partner for which the cumulative amount of awards to a single sub-awardee is anticipated to reach \$25,000 or greater regardless of the timeframe.

As a reminder, please submit separate vetting requests for each individual award. The Vetting Support Unit (VSU) will NOT accept one vetting request for multiple awards for a single awardee/sub-awardee. Please note, this lower vetting threshold will only apply to new/upcoming awards and sub-awards and existing awards and sub-awards that were over \$25,000.00

(End of Provision)

Certification Regarding Provision of Support to Persons Engaged in Terrorism:

- (a) By entering into this agreement, the recipient certifies, to the best of its known ledge and belief that:
 - 1. The Recipient, to the best of its current knowledge, did not provide, within the previous ten years, and will take all reasonable steps to ensure that it does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts, as that term is defined in paragraph 3.
 - 2. The following steps may enable the Recipient to comply with its obligations under paragraph 1:

- (a) Before providing any material support or resources to an individual or entity, the Recipient will verify that the individual or entity does not (i) appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury's Office of Foreign Assets Control (OFAC) and is available online at OFAC's website: <http://www.trcas.gov/offices/eotffc/ofac/sdn/tl/Isdn.pdf>, or (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Recipient.
 - (b) Before providing any material support or resources to an individual or entity, the Recipient also will verify that the individual or entity has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the "1267 Committee") [individuals and entities linked to the Taliban, Osama Bin Laden, or the Al Qaida Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Recipient should refer to the consolidated list available online at the Committee's website: <http://www.11n.0rg/Docs/sc/committees/1267/1267ListHng.htm>.
 - (c). Before providing any material support or resources to an individual or entity, the Recipient will consider all information about that individual or entity of which it is aware and all public information that is reasonably available to it or of which it should be aware.
 - (d) The Recipient also will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.
3. For purposes of this Certification:
- (a) "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safe houses, false documentation or identification, communications equipment. Facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials."
 - (b) "Terrorist act" means-
 - (i) An act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.ia.ia.org/English/Terrorism.asp>); or
 - (ii) An act of premeditated, politically motivated violence perpetrated against noncombatant targets by sub-national groups or clandestine agents; or
 - (iii) Any other act intended to cause death or serious bodily injury' to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.

- (c) "Entity" means a partnership, association, corporation, or other organization, group or subgroup. d. References in this Certification to the provision of material support and resources shall not be deemed to include the furnishing of USAID funds or USAID-financed commodities to the ultimate beneficiaries of USAID assistance, such as recipients of food, medical care, micro-enterprise loans, shelter, etc., unless the Recipient has reason to believe that one or more of these beneficiaries commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (d) The Recipient's obligations under paragraph 1 are not applicable to the procurement of goods and/or services by the Recipient that are acquired in the ordinary course of business through contract or purchase, e.g., utilities, rents, office supplies, gasoline, etc., unless the Recipient has reason to believe that a vendor or supplier of such goods and services commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated or participated in terrorist acts.
- (e) By entering into this agreement, the Offeror acknowledges that it has a continuing obligation and shall notify the Agreement 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.
- (f) The certification in paragraph (a) of this provision and the requirement to update the agreement officer as to a change in status as set forth in paragraph (b) are material representations upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, or did not notify the agreement officer in writing of a change in such certification, in addition to other remedies available to the Government, the Agreement Officer may terminate the agreement resulting from this solicitation for default.

(End of Provision)

Restrictions on Certain Foreign Purchases

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Recipient shall not acquire, for use in the performance of this agreement, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFACs implementing regulations at 31 CFR Chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Entities and individuals subject to economic sanctions are 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, and 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 Recipient shall insert this clause, including this paragraph (c), in all sub-contracts.
- (d) Before awarding any grant or similar instrument, the Contractor/Recipient shall obtain from the proposed sub-awardee the certification required under USAID's Acquisition and Assistance Policy Determination 04-14 (AAPD 04-14), "Certification Regarding Terrorist Financing Implementation E.O. 13224 (Revision 2).

(End of Provision)

ATTACHMENT C - STANDARD PROVISIONS

STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATION

The Agreement incorporates the following Standard Provisions as set forth in ADS Chapter 303 and applies for the administration of Assistance Award to Non-U.S Nongovernmental Organization. The full texts of these Standard Provisions can be found at the website indicated here and are set forth as part of Attachment C of this Award. (<http://inside.usaid.gov/ADS/300/303mab.docx>).

- MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS
- AMENDMENT OF AWARD AND REVISION OF BUDGET
- NOTICES (JUNE 2012)
- PROCUREMENT POLICIES
- USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES
- TITLE TO AND USE OF PROPERTY
- SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS
- MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE
- AWARD TERMINATION AND SUSPENSION
- RECIPIENT AND EMPLOYEE CONDUCT
- DEBARMENT AND SUSPENSION
- DISPUTES AND APPEALS
- PREVENTING TERRORIST FINANCING

- TRAFFICKING AND PERSONS
- VOLUNTARY POPULATION PLANNING ACTIVITIES
- EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS
- NONDISCRIMINATION
- USAID DISABILITY POLICY - ASSISTANCE

[END OF PROVISION]

AMENDMENT OF AWARD AND REVISION OF BUDGET (JUNE 2012)

- a. This award may only be amended in writing, by formal amendment or letter, signed by the Agreement Officer (AO), and in the case of a bilateral amendment, by the AO and an authorized official of the recipient.
- b. In addition to other approvals required in this award, the recipient must receive prior written approval from the AO to:
 - (1) Change the scope or the objectives of the program, and/or revise the total award amount or the period of the award (amendment required);
 - (2) Receive an additional obligation of USAID funds in excess of the amount currently obligated (amendment required);
 - (3) Change key personnel, if specified in the award;
 - (4) Permit the absence of more than three months from, or a 25 percent reduction in time devoted to, the award by the principal project leader approved for the award;
 - (5) Transfer funds from the indirect cost line item to absorb increases in direct costs, or vice versa;
 - (5) Obtain reimbursement for costs that require prior approval in accordance with the Standard Provision, "Allowable Costs";
 - (6) Transfer funds allotted for training allowances (direct payment to trainees) to other cost categories;
 - (7) Subaward or contract any work under this award, if such subawards or contracts were not described in this award and funded in the approved budget. This does not apply to the purchase of supplies, material, equipment, or general support services; or
 - (8) If specified in this award, transfer funds among direct cost categories, or programs, functions, and activities listed in the award budget, when the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total award amount, as last approved by the AO.

Failure by the recipient to obtain the approvals required above, or elsewhere in this award, may result in the AO disallowing such costs. USAID is under no obligation to reimburse the recipient for costs incurred in excess of the total amount obligated under this award. If the total obligated amount under this award has been increased,

the AO will notify the recipient of the increase and specify the new total obligated amount by written amendment to the award.

[END OF PROVISION]

NOTICES (JUNE 2012)

Any notice given by USAID or the recipient is sufficient only if in writing and delivered in person, mailed or e-mailed as follows:

- (1) To the USAID Agreement Officer, at the address specified in this award; or
- (2) To the recipient, at the recipient's address shown in this award, or to such other address specified in this award.

[END OF PROVISION]

PROCUREMENT POLICIES (JUNE 2012)

The recipient must use its own procurement policies and procedures for the procurement of commodities and services necessary for this award, provided they conform to the requirements listed below and the Standard Provision, "USAID Eligibility Rules for Procurement of Commodities and Services." A procurement is not a subaward, which is an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. If subawards are authorized under this award, then the recipient must comply with the Standard Provision "Subawards."

Procurement Policies and Procedures. The recipient must maintain and conduct all of its procurements according to written policies and procedures for the award and administration of contracts, and ensure that the price is fair and reasonable for all procurements. The recipient may designate a reasonable micro-purchase threshold (e.g., \$2,500) under which more simplified acquisition procedures may apply. The recipient's procurement procedures must provide, at a minimum:

Procurements above the recipient's micro-purchase threshold must be conducted in a manner to provide fair and unbiased competition, including the following:

All responsible sources are permitted to compete in an equal manner. (ii) Purchase requests must clearly establish all requirements that the bidder or offeror must fulfill in order to be evaluated by the recipient. (iii) Contracts must be made to the offeror whose offer is responsive to the purchase request and has the most advantageous price, quality, and other factors. (iv) The recipient is encouraged to use U.S. small businesses whenever practicable.

Where appropriate, the recipient must determine the most economical and practical means by which to accomplish program objectives, including the necessity of the commodities or services, lease or purchase options, and reasonableness of costs.

The recipient must maintain a system for contract administration to ensure that goods and services are provided in accordance with the terms, conditions, and specifications of the contract, including full and timely delivery and performance.

Conflicts of Interest. The recipient must avoid conflicts of interest, including bias and unfair competitive advantage. The recipient's standards of conduct must provide for disciplinary actions for violations of such standards by officers, employees, or agents of the recipient.

Bias. The recipient must ensure that competitions are not biased in favor of one offeror over another. For instance, the recipient, an employee, officer or agent of the recipient, or any member of an employee's immediate family must not receive an award, or have a financial or other interest in the individual or firm selected for an award. The officers, employees, and agents of the recipient must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subagreements. In addition, a contractor that develops or drafts specifications, requirements, statements of work, invitations for bids, and/or requests for proposals must be excluded from competing for such procurements.

Unfair Competitive Advantage. The recipient must ensure that no potential contractor has unequal access to information that may provide that contractor an unfair competitive advantage. For instance, a potential contractor who has received procurement sensitive information, such as others' offered prices that are not available to all competitors must be excluded from the competition.

The recipient must retain all procurement records related to this award in accordance with the Standard Provision, "Accounting, Audit and Records," and make such records available to USAID upon request. In addition, for awards above the recipient's micro purchase threshold, the recipient must also retain the following written documentation:

Basis for contractor selection; Justification for lack of competition when competitive bids or offers are not obtained; and (iii) Basis for award cost or price.

The type of procurement instruments used (for example, fixed price contracts, cost reimbursable contracts, purchase orders, incentive contracts) must be appropriate for the particular procurement and for promoting the best interest of the program or project. The recipient must not use a "cost-plus-a-percentage-of-cost," "percentage of construction cost," or any other method that provides for a fee payable as a percentage of costs incurred, because such arrangements encourage the contractor to increase costs to increase its fee.

For contracts under this award, the recipient must include all provisions required by this award to be included in contracts, any other provisions necessary to define a sound and complete contract, and the following provisions:

Contracts in excess of the recipient's micro-purchase threshold must contain provisions that allow for administrative, contractual, or legal remedies if a contractor violates the contract terms; and

In all contracts for construction or facility improvement awarded for more than \$100,000, the recipient must observe generally accepted bonding requirements.

[END OF PROVISION]

USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (JUNE 2012)

This provision is not applicable to commodities or services that the recipient provides with private funds as part of a cost-sharing requirement, or with Program Income generated under this award.

Ineligible and Restricted Commodities and Services:

Ineligible Commodities and Services. The recipient must not, under any circumstances, procure any of the following under this award:

(i) Military equipment, (ii) Surveillance equipment, (iii) Commodities and services for support of police or other law enforcement activities, (iv) Abortion equipment and services, (v) Luxury goods and gambling equipment, or (vi) Weather modification equipment.

Ineligible Suppliers. Any firms or individuals that do not comply with the requirements in Standard Provision "Debarment and Suspension" and Standard Provision "Preventing Terrorist Financing" must not be used to provide any commodities or services funded under this award.

Restricted Commodities. The recipient must obtain prior written approval of the Agreement Officer (AO) or comply with required procedures under an applicable waiver, as provided by the AO when procuring any of the following commodities: (i) Agricultural commodities, (ii) Motor vehicles, (iii) Pharmaceuticals, (iv) Pesticides, (v) Used equipment, (vi) U.S. Government-owned excess property, or (vii) Fertilizer.

Source and Nationality: Except as may be specifically approved in advance by the AO, all commodities and services that will be reimbursed by USAID under this award must be from the authorized geographic code specified in this award and must meet the source and nationality requirements set forth in 22 CFR 228. If the geographic code is not specified, the authorized geographic code is 937. When the total value of procurement for commodities and services during the life of this award is valued at \$250,000 or less, the authorized geographic code for procurement of all goods and services to be reimbursed under this award is code 935. For a current list of countries within each geographic code, see: <http://inside.usaid.gov/ADS/300/310.pdf>.

Guidance on the eligibility of specific commodities and services may be obtained from the AO. If USAID determines that the recipient has procured any commodities or services under this award contrary to the requirements of this provision, and has received payment for such purposes, the AO may require the recipient to refund the entire amount of the purchase.

This provision must be included in all subagreements, including subawards and contracts, which include procurement of commodities or services.

[END OF PROVISION]

TITLE TO AND USE OF PROPERTY (JUNE 2012)

Title to all Property financed under this award vests in the recipient upon acquisition unless otherwise specified in this award.

Property means equipment, supplies, real property, and intangible property, each defined individually below, financed under this award or furnished by USAID:

Equipment means tangible nonexpendable personal property having a useful life of more than one year, and an acquisition cost of \$5,000 or more per unit. However, consistent with the recipient's policy, lower limits may be established.

Supplies means tangible personal property excluding equipment.

Real Property means land, including land improvements, structures and appurtenances, including permanent fixtures.

Intangible Property includes, but is not limited to, intellectual property, such as trademarks, copyrights, patents and patent applications, and debt instruments, such as bonds, mortgages, leases or other agreements between a lender and a borrower.

The recipient agrees to use and maintain all Property for the purpose of this award in accordance with the following procedures:

The recipient must use the Property for the program for which it was acquired during the period of this award, and must not provide any third party a legal or financial interest in the property (e.g., through a mortgage, lien, or lease) without approval of USAID.

When the Property is no longer needed for the program for which it was acquired during the period of this award, the recipient must use the Property in connection with its other activities, in the following order of priority:

(i) Activities funded by USAID, then (ii) Activities funded by other United States Government (USG) agencies, then (iii) As directed by the Agreement Officer (AO).

The recipient must maintain the Property in good condition, have management procedures to protect the Property, and maintain an accurate inventory of all Property. Maintenance procedures must include the following:

Accurate description of the Property, including serial number, model number, or other identifying number, acquisition date and cost, location and condition, and data on the disposition of any Property (date of disposition, sales price, method used to determine current fair market value, etc.), as applicable.

A physical inventory of Property that must be taken, and the results reconciled with the equipment records, at least once every two years during the period of this award.

A control system must be in effect to maintain the Property and ensure adequate safeguards to prevent loss, damage, or theft of the Property. The recipient must maintain appropriate insurance equivalent to insurance the recipient maintains for its own property. Any loss, damage, or theft must be investigated and fully documented,

and the recipient must promptly notify the AO. The recipient may be liable where insurance is not sufficient to cover losses or damage.

e. Upon completion of this award, the recipient must submit to the AO a property disposition report of the following types of Property, along with a proposed disposition of such Property.

All equipment that has a per unit current fair market value at the end of this award of \$5,000 or more.

New/unused supplies with an aggregate current fair market value at the end of this award of \$5,000 or more.

Real or intangible property, of any value.

The recipient must dispose of Property at the end of this award in accordance with the recipient's property disposition report, unless the AO directs the recipient in writing within 60 days of the AO's receipt of the recipient's property disposition report to dispose of the Property in a different manner. Disposition may include the following:

- (1) The recipient may retain title with no further obligation to USAID.
- (2) The recipient may retain title, but must compensate USAID for the USAID share, based on the current fair market value of the Property.
- (3) The recipient may be directed to transfer title to USAID or a third party, including another implementing partner or the host country government. In such case, the recipient will be compensated for its proportional share of the Property that the recipient financed with its own funds, if any, based on the current fair market value of the Property.

The AO may direct, at any time during this award, that title to the Property vests in the USG or a third party, such as the cooperating country. In such cases, the recipient must maintain custody and control of the Property, until directed otherwise, and must allow reasonable access to the Property to the title holder. While in its custody and control, the recipient must follow the provisions above for protection and maintenance of the Property, and provide the AO with an annual inventory of such Property and follow any additional instructions on protection and maintenance as may be provided by the AO.

This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (JUNE 2012)

The USAID Identity is the official marking for USAID, comprised of the USAID logo and landmark with the tagline "from the American people." The USAID Identity is on the USAID Web site at transition.usaid.gov/branding. Recipients must use the USAID

Identity, of a size and prominence equivalent to or greater than any other identity or logo displayed, to mark the following:

Programs, projects, activities, public communications, and commodities partially or fully funded by USAID;

Program, project, or activity sites funded by USAID, including visible infrastructure projects or other physical sites;

Technical assistance, studies, reports, papers, publications, audio-visual productions, public service announcements, Web sites/Internet activities, promotional, informational, media, or communications products funded by USAID;

Commodities, equipment, supplies, and other materials funded by USAID, including commodities or equipment provided under humanitarian assistance or disaster relief programs; and

Events financed by USAID, such as training courses, conferences, seminars, exhibitions, fairs, workshops, press conferences and other public activities. If the USAID Identity cannot be displayed, the recipient is encouraged to otherwise acknowledge USAID and the support of the American people.

When this award contains an approved Marking Plan, the recipient must implement the requirements of this provision following the approved Marking Plan. c. If a "Marking Plan" is not included in this award, the recipient must propose and submit a plan for approval within the time specified by the Agreement Officer (AO).

The AO may require a preproduction review of program materials and "public communications" (documents and messages intended for external distribution, including but not limited to correspondence; publications; studies; reports; audio visual productions; applications; forms; press; and promotional materials) used in connection with USAID-funded programs, projects or activities, for compliance with an approved Marking Plan.

The recipient is encouraged to give public notice of the receipt of this award and announce progress and accomplishments. The recipient must provide copies of notices or announcements to the Agreement Officer's Representative (AOR) and to USAID's Office of Legislative and Public Affairs in advance of release, as practicable. Press releases or other public notices must include a statement substantially as follows:

"The U.S. Agency for International Development administers the U.S. foreign assistance program providing economic and humanitarian assistance in more than 80 countries worldwide."

Any "public communication" in which the content has not been approved by USAID must contain the following disclaimer:

"This study/report/audio/visual/other information/media product (specify) is made possible by the generous support of the American people through the United States Agency for International Development (USAID). The contents are the responsibility of

[insert recipient name] and do not necessarily reflect the views of USAID or the United States Government.”

The recipient must provide the USAID AOR, with two copies of all program and communications materials produced under this award.

The recipient may request an exception from USAID marking requirements when USAID marking requirements would:

- (1) Compromise the intrinsic independence or neutrality of a program or materials where independence or neutrality is an inherent aspect of the program and materials;
- (2) Diminish the credibility of audits, reports, analyses, studies, or policy recommendations whose data or findings must be seen as independent;
- (3) Undercut host-country government “ownership” of constitutions, laws, regulations, policies, studies, assessments, reports, publications, surveys or audits, public service announcements, or other communications;
- (4) Impair the functionality of an item;
- (5) Incur substantial costs or be impractical;
- (6) Offend local cultural or social norms, or be considered inappropriate; or
- (7) Conflict with international law.

The recipient may submit a waiver request of the marking requirements of this provision or the Marking Plan, through the AOR, when USAID-required marking would pose compelling political, safety, or security concerns, or have an adverse impact in the cooperating country. (1) Approved waivers “flow down” to subagreements, including subawards and contracts, unless specified otherwise. The waiver may also include the removal of USAID markings already affixed, if circumstances warrant.

(2) USAID determinations regarding waiver requests are subject to appeal by the recipient, by submitting a written request to reconsider the determination to the cognizant Assistant Administrator.

The recipient must include the following marking provision in any subagreements entered into under this award:

“As a condition of receipt of this subaward, marking with the USAID Identity of a size and prominence equivalent to or greater than the recipient’s, subrecipient’s, other donor’s, or third party’s is required. In the event the recipient chooses not to require marking with its own identity or logo by the subrecipient, USAID may, at its discretion, require marking by the subrecipient with the USAID Identity.”

[END OF PROVISION]

AWARD TERMINATION AND SUSPENSION (JUNE 2012)

The recipient or Agreement Officer (AO) may terminate this award at any time, in whole or in part, upon written notice to the other party in accordance with the Standard

Provision, "Notices." The termination notice must contain the reason(s) for the termination; the effective date; and, in the case of a partial termination, the portion to be terminated.

USAID may suspend this award, in whole or in part, at any time, following notice to the recipient, and prohibit the recipient from incurring additional obligations chargeable to this award other than those costs specified in the notice of suspension during the period of suspension.

In the event the recipient or any of its employees, subrecipients, or contractors are found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR 140, USAID reserves the right to terminate this award, in whole or in part, or take any other appropriate measures including, without limitation, refund or recall of any award amount. Additionally, the recipient must make a good-faith effort to maintain a drugfree workplace and USAID reserves the right to terminate or suspend this award if the recipient materially fails to do so.

Termination and Suspension Procedures. Upon receipt of, and in accordance with, a termination or suspension notice from USAID as specified above, the recipient must take immediate action to minimize all expenditures and, in the event of termination, cancel all obligations financed by this award to the greatest extent possible. Except as provided in this provision or as approved in writing by the AO, the recipient is not entitled to costs incurred after the effective date of termination.

Within 30 calendar days after the effective date of such termination, the recipient must repay to the U.S. Government all unexpended USAID funds as of the effective date of termination, which are not otherwise obligated by a non-cancelable legally binding transaction applicable to this award.

Should the funds paid by USAID to the recipient prior to the effective date of the termination of this award be insufficient to cover legally binding obligations to third parties by the recipient, the recipient may submit to USAID within 90 calendar days after the effective date of a termination a written claim covering such recipient obligations. The AO must determine the amount(s) to be paid by USAID to the recipient under such claim in accordance with this provision and the Standard Provision, "Allowable Costs."

The recipient must, to the greatest extent possible, include a provision in all subagreements, including subawards and contracts, affording the recipient the right to terminate the subagreement in the event USAID terminates this award, including the refund requirement in paragraph c.

[END OF PROVISION]

RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2012)

The recipient, its employees, and consultants are prohibited from using U.S. Government information technology systems (such as Phoenix, GLAAS, etc.), must be escorted to use U.S. Government facilities (such as office space or equipment), and may not rely on assistance from any U.S. Government clerical or technical

personnel in the performance of this award, except as otherwise provided in this award.

The recipient, its employees, and consultants are private individuals, are not employees of the U.S. Government, and must not represent themselves as such.

The following requirements in this provision apply to the recipient's employees who are not citizens of the cooperating country.

If the recipient's employees enjoy exemptions from import limitations, customs duties or taxes on personal property in connection with performance of this award, the sale of such personal property is governed by the rules contained in 22 CFR 136, including a prohibition from profiting from such sale, except as this may conflict with host government regulations.

Any outside business dealings of the recipient's employees must be legal and not conflict in any manner with this award. Outside business dealings include, but are not limited to, any investments, loans, employment, or business ownership by the recipient's employees, other than work to be performed under this award.

In the event the conduct of any recipient employee is not in accordance with this provision or this award, the recipient must coordinate with the USAID Mission to resolve the situation with regard to such employee including, if necessary, termination of the employee. In the case of termination of a non-host country national, the recipient must use its best efforts to cause the return of such employee to the United States, or point of origin, as appropriate.

The parties recognize the rights of the U.S. Chief of Mission to direct the removal from a country of any U.S. citizen, or direct the discharge from this award of any individual when, at the discretion of the U.S. Chief of Mission, it is in the best interest of the United States.

This provision must be included in all subagreements, including subawards and contracts.

[END OF PROVISION]

DEBARMENT AND SUSPENSION (JUNE 2012)

a. The recipient must not transact or conduct business under this award with any individual or entity listed on the Excluded Parties List System (www.epls.gov/) unless prior approval is received from the Agreement Officer. The list contains those individuals and entities that the U.S. Government has suspended or debarred based on misconduct or a determination by the U.S. Government that the person or entity cannot be trusted to safeguard U.S. Government funds. Suspended or debarred entities or individuals are excluded from receiving any new work or any additional U.S. Government funding for the duration of the exclusion period. If the recipient has any questions about listings in the system, these must be directed to the Agreement Officer.

b. The recipient must comply with Subpart C of 2 CFR Section 180, as supplemented by 2 CFR 780. USAID may disallow costs, annul or terminate the transaction, debar

or suspend the recipient, or take other remedies as appropriate, if the recipient violates this provision. Although doing so is not automatic, USAID may terminate this award if a recipient or any of its principals meet any of the conditions listed in paragraph c. below. If such a situation arises, USAID will consider the totality of circumstances—including the recipient's response to the situation and any additional information submitted—when USAID determines its response.

c. The recipient must notify the Agreement Officer immediately upon learning that it or any of its principals, at any time prior to or during the duration of this award:

- (1) Are presently excluded or disqualified from doing business with any U.S. Government entity;
- (2) Have been convicted or found liable within the preceding three years for committing any offense indicating a lack of business integrity or business honesty such as fraud, embezzlement, theft, forgery, bribery or lying;
- (3) Are presently indicted for or otherwise criminally or civilly charged by any governmental entity for any of the offenses enumerated in paragraph c.(2); or
- (4) Have had one or more U.S.-funded agreements terminated for cause or default within the preceding three years.

Principal means—

- (1) An officer, director, owner, partner, principal investigator, or other person within a participant with management or supervisory responsibilities related to a covered transaction; or
- (2) A consultant or other person, whether or not employed by the participant or paid with Federal funds, who—
 - (i) Is in a position to handle Federal funds; (ii) Is in a position to influence or control the use of those funds; or, (iii) Occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

The recipient must include this provision in its entirety except for paragraphs c.(2)-(4) in any subagreements, including subawards or contracts, entered into under this award.

[END OF PROVISION]

DISPUTES AND APPEALS (JUNE 2012)

- a. Any dispute under this award will be decided by the Agreement Officer (AO). The AO must furnish the recipient a written copy of the decision.
- b. Decisions of the AO are final unless the recipient appeals the decision to USAID's Assistance Executive. Any appeal made under this provision must be in writing, postmarked within 30 calendar days of receipt of the AO's decision;

include all relevant and material evidence; and be addressed to the Assistance Executive, U.S. Agency for International Development, Management Bureau, Office of Acquisition and Assistance, 1300 Pennsylvania Ave, NW, Washington, D.C. 20523. A copy of the appeal must be concurrently furnished to the AO. No hearing will be provided.

- c. A decision under this provision by the Assistance Executive is final.
- d. Notwithstanding any other term of this award, subawardees and contractors have no right to submit claims directly to USAID and USAID assumes no liability for any third party claims against the recipient.

[END OF PROVISION]

PREVENTING TERRORIST FINANCING (JUNE 2012)

- a. The recipient must not engage in transactions with, or provide resources or support to, individuals and organizations associated with terrorism. In addition, the recipient must verify that no support or resources are provided to individuals or entities that appear on the Specially Designated Nationals and Blocked Persons List maintained by the U.S. Treasury (online at: <http://www.treasury.gov/resource-center/sanctions/SDNList/Pages/default.aspx>) or the United Nations Security designation list (online at: http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml).
- b. This provision must be included in all subagreements, including contracts and subawards, issued under this award.

[END OF PROVISION]

TRAFFICKING IN PERSONS (JUNE 2012)

- a. USAID is authorized to terminate this award, without penalty, if the recipient or its employees, or any subrecipient or its employees, engage in any of the following conduct:
 - (1) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this award;
 - (2) Procurement of a commercial sex act during the period of this award; or
 - (3) Use of forced labor in the performance of this award.
- b. For purposes of this provision, "employee" means an individual who is engaged in the performance of this award as a direct employee, consultant, or volunteer of the recipient or any subrecipient.

c. The recipient must include in all subagreements, including subawards and contracts, a provision prohibiting the conduct described in a(1)-(3) by the subrecipient, contractor or any of their employees. [END OF PROVISION]

VOLUNTARY POPULATION PLANNING ACTIVITIES – MANDATORY REQUIREMENTS (MAY 2006)

a. Requirements for Voluntary Sterilization Programs

(1) Funds made available under this award must not be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

b. Prohibition on Abortion-Related Activities:

(1) No funds made available under this award will be used to finance, support, or be attributed to the following activities: (i) procurement or distribution of equipment intended to be used for the purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to any person to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for or against abortion. The term “motivate,” as it relates to family planning assistance, must not be construed to prohibit the provision, consistent with local law, of information or counseling about all pregnancy options. (2) No funds made available under this award will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent, or consequences of abortions is not precluded.

[END OF PROVISION]

EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2012)

a. Faith-Based Organizations Encouraged.

Faith-based organizations are eligible to compete on an equal basis as any other organization to participate in USAID programs. Neither USAID nor entities that make and administer subawards of USAID funds will discriminate for or against an organization on the basis of the organization’s religious character or affiliation. A faith-based organization may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, within the limits contained in this provision. More information can be found at the USAID Faith-Based and Community Initiatives Web site: http://transition.usaid.gov/our_work/global_partnerships/fbci/ and 22 CFR 205.1.

b. Inherently Religious Activities Prohibited.

(1) Inherently religious activities include, among other things, worship, religious instruction, prayer, or proselytization.

(2) The recipient must not engage in inherently religious activities as part of the programs or services directly funded with financial assistance from USAID. If the recipient engages in inherently religious activities, it must offer those services at a different time or location from any programs or services directly funded by this award, and participation by beneficiaries in any such inherently religious activities must be voluntary.

(3) These restrictions apply equally to religious and secular organizations. All organizations that participate in USAID programs, including religious ones, must carry out eligible activities in accordance with all program requirements and other applicable requirements governing USAID-funded activities.

(4) These restrictions do not apply to USAID-funded programs where chaplains work with inmates in prisons, detention facilities, or community correction centers, or where USAID funds are provided to religious or other organizations for programs in prisons, detention facilities, or community correction centers, in which such organizations assist chaplains in carrying out their duties.

(5) Notwithstanding the restrictions of b.(1) and (2), a religious organization that participates in USAID-funded programs or services

(i) Retains its independence and may continue to carry out its mission, including the definition, practice, and expression of its religious beliefs, provided that it does not use direct financial assistance from USAID to support any inherently religious activities,

(ii) May use space in its facilities, without removing religious art, icons, scriptures, or other religious symbols, and

(iii) Retains its authority over its internal governance, and it may retain religious terms in its organization's name, select its board members on a religious basis, and include religious references in its organization's mission statements and other governing documents.

c. Construction of Structures Used for Inherently Religious Activities Prohibited. The recipient must not use USAID funds for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities, such as sanctuaries, chapels, or other rooms that the recipient uses as its principal place of worship. Except for a structure used as its principal place of worship, where a structure is used for both eligible and inherently religious activities, USAID funds may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities.

d. Discrimination Based on Religion Prohibited. The recipient must not discriminate against any beneficiary or potential beneficiary on the basis of religion or religious belief as part of the programs or services directly funded with financial assistance from USAID.

e. A religious organization's exemption from the Federal prohibition on employment discrimination on the basis of religion, set forth in Sec. 702(a) of the Civil Rights Act of 1964, 42 U.S.C. 2000e-1 is not forfeited when the organization receives financial assistance from USAID.

f. The Secretary of State may waive the requirements of this section in whole or in part, on a case-by-case basis, where the Secretary determines that such waiver is necessary to further the national security or foreign policy interests of the United States.

[END OF PROVISION]

NONDISCRIMINATION (JUNE 2012)

No U.S. citizen or legal resident shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the basis of race, color, national origin, age, disability, or sex under any program or activity funded by this award when work under the grant is performed in the U.S. or when employees are recruited from the U.S.

Additionally, USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination, including harassment, in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. In addition, the Agency strongly encourages its recipients and their subrecipients and vendors (at all tiers), performing both in the U.S. and overseas, to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection for all their employees on these expanded bases, subject to applicable law.

[END OF PROVISION]

USAID DISABILITY POLICY - ASSISTANCE (JUNE 2012)

The recipient must not discriminate against people with disabilities in the implementation of USAID funded programs and should demonstrate a comprehensive and consistent approach for including men, women, and children with disabilities. The text of the USAID Disability Policy can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

[END OF PROVISION]

[END OF MANDATORY STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS]

REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS

The Agreement incorporates the following Applicable Standard Provisions as set forth in ADS Chapter 303 and applies for Administration of Assistance Awards to Non-U.S.

Nongovernmental Organizations. The full texts of these Mandatory Standard Provisions can be found at the website indicated here. (<http://inside.usaid.gov/ADS/300/303mab.docx>). All mandatory standard provisions were selected based on the applicability criteria as follows;

- CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER
- REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION
- SUBAWARDS
- TRAVEL AND INTERNATIONAL AIR TRANSPORTATION
- REPORTING HOST GOVERNMENT TAXES PAYMENT RIGHTS COST SHARING
- PROGRAM INCOME
- FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES
- STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION
- STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION.
- ELIGIBILITY OF SUB RECIPIENTS OF ANTI-TRAFFICKING FUNDS
- PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION

(End of Provision)

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER (OCTOBER 2010)

APPLICABILITY: This provision is required in accordance with 2 CFR 25, Award Term for Central Contractor Registration and Universal Identifier. Agreement Officers (AOs) must include this provision in all assistance solicitations and all awards, unless the AO exempts an organization from compliance with the provision under one of the following exceptions, from paragraph d. below:

Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

- (1) Awards to individuals
- (2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)
- (3) Awards where the AO determines, in writing, that these requirements would cause personal safety concerns.

CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER
(OCTOBER 2010)

a. Requirement for Central Contractor Registration (CCR). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently, if required by changes in your information or another award term.

b. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph c. of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. Definitions. For purposes of this award term:

(1) Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at www.ccr.gov/).

(2) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at fedgov.dnb.com/webform).

(3) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR 25, subpart C:

(i) A governmental organization, which is a State, local government, or Indian tribe;

(ii) A foreign public entity;

(iii) A domestic or foreign nonprofit organization;

(iv) A domestic or foreign for-profit organization; and

(v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you, as the recipient, award to an eligible subrecipient.

(ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the

attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

(5) Subrecipient means an entity that:

(i) Receives a subaward from you under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

*ADDENDUM (JUNE 2012):

d. Exceptions. The requirements of this provision to obtain a Data Universal Numbering System (DUNS) number and maintain a current registration in the Central Contractor Registration (CCR) do not apply, at the prime award or subaward level, to:

(1) Awards to individuals

(2) Awards less than \$25,000 to foreign recipients to be performed outside the United States (based on a USAID determination)

(3) Awards where the Agreement Officer determines, in writing, that these requirements would cause personal safety concerns.

e. This provision does not need to be included in subawards.

END OF PROVISION]

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

APPLICABILITY: This provision is required in accordance with 2 CFR 170, Award Term for Reporting Subawards and Executive Compensation. AOs must include this provision in all assistance solicitations and all awards expected to exceed \$25,000, unless an exemption applies under paragraph d. of the provision or the exemptions listed below in this applicability statement. If the AO determines that an exemption applies, the AO must provide guidance to the recipient on reporting with generic information.

Exemptions.

(1) The requirements to report under this provision do not apply to:

(i) Awards to individuals

(ii) Awards less than \$25,000

(2) When the AO determines, in writing, that these requirements would cause personal safety concerns, reporting under this provision can be accomplished using generic information.

REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (OCTOBER 2010)

a. Reporting of First-Tier Subawards.

(1) Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

(2) Where and when to report.

(i) You must report each obligating action described in paragraph a.(1) of this award term to www.fsrs.gov.

(ii) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

(3) What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

(1) Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if –

(i) The total Federal funding authorized to date under this award is \$25,000 or more;

(ii) In the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(iii) 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 www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report executive total compensation described in paragraph b.(1) of this award term:

(i) As part of your registration profile at www.ccr.gov/.

(ii) By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

(1) Applicability and what to report. Unless you are exempt, as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you must report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if –

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

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); 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 www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. You must report subrecipient executive total compensation described in paragraph c.(1) of this award term:

(i) To the recipient.

(ii) By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (for example, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If in the previous tax year you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions.

For purposes of this award term:

(1) Entity means all of the following, as defined in 2 CFR 25:

(i) A governmental organization, which is a State, local government, or Indian tribe;

- (ii) A foreign public entity;
- (iii) A domestic or foreign nonprofit organization;
- (iv) A domestic or foreign for-profit organization;
- (v) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(2) Executive means officers, managing partners, or any other employees in management positions.

(3) Subaward:

(i) This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii) The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A- 133, "Audits of States, Local Governments, and Non-Profit Organizations").

(iii) A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

(4) Subrecipient means an entity that:

(i) Receives a subaward from you (the recipient) under this award; and

(ii) Is accountable to you for the use of the Federal funds provided by the subaward.

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

(i) Salary and bonus.

(ii) 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.

(iii) Earnings for services under nonequity 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.

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

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

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

[END OF PROVISION]

SUBAWARDS (JUNE 2012)

APPLICABILITY: This provision is applicable when subawards are expected to be financed under this award.

SUBAWARDS (JUNE 2012)

a. Subaward means an award of financial assistance to carry out the purposes of the program in the form of money, or property in lieu of money, made under an award by a recipient to an eligible subrecipient or by a subrecipient to a lower tier subrecipient. The term includes financial assistance when provided by any legal agreement, even if the agreement is called a contract. A subaward does not include a procurement contract for commodities or services.

b. The recipient remains responsible for the work that is subawarded, and therefore, the recipient must comply with the following:

(1) Subrecipient's responsibility: The recipient must determine that the subrecipient possesses the ability to perform successfully under the terms and conditions of a proposed award, taking into consideration the subrecipient's integrity, record of past performance, financial and technical resources, and accessibility to other necessary resources. The recipients must ensure subawards are made in compliance with the Standard Provision "Suspension and Debarment," and the Standard Provision "Prevention of Terrorist Financing."

(2) Enter into a written subaward: All subawards must contain the following:

(i) Program description, budget, and period of performance,

(ii) Terms and conditions to define a sound and complete agreement,

(iii) All provisions from this award that contain a requirement to incorporate that provision into the subawards. The recipient must insert a statement in the subaward that, where appropriate, in instances where USAID is mentioned in such flow down provisions, the recipient's name will be substituted and where "recipient" appears, the subrecipient's name will be substituted.

(iv) Other terms that the recipient determines are required to ensure compliance with the terms of this award.

c. Unless otherwise approved by the USAID Agreement Officer, the recipient must not provide funds to the governments of or entities controlled by the governments of countries ineligible for assistance under the Foreign Assistance Act of 1961, as amended, or under acts appropriating funds for foreign assistance.

[END OF PROVISION]

TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (JUNE 2012)

APPLICABILITY: This provision is applicable when costs for international travel or air transportation of cargo are anticipated to be funded by USAID. This provision is not

applicable if the recipient is providing for international travel costs with private funds as part of a cost-sharing requirement or with Program Income generated under this award.

TRAVEL AND INTERNATIONAL AIR TRANSPORTATION (JUNE 2012)

a. PRIOR BUDGET APPROVAL

Direct charges for travel costs for international air travel by individuals are allowable only when each international trip has received prior budget approval. Such approval is met when all of the following are met:

- (1) The trip is identified by providing the following information: the number of trips, the number of individuals per trip, and the origin and destination countries or regions;
- 2) All of the information noted at a.(1) above is incorporated in the Schedule of this award or amendments to this award; and
- (3) The costs related to the travel are incorporated in the budget of this award.

The Agreement Officer (AO) may approve, in writing, international travel costs that have not been incorporated in this award. To obtain AO approval, the recipient must request approval at least three weeks before the international travel, or as far in advance as possible. The recipient must keep a copy of the AO's approval in its files. No other clearance (including country clearance) is required for employees of the recipient, its subrecipients or contractors. International travel by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package must be consistent with the recipient's personnel and travel policies and procedures and does not require approval.

b. TRAVEL COSTS

All travel costs must comply with the applicable cost principles and must be consistent with those normally allowed in like circumstances in the recipient's non-USAID-funded activities. Costs incurred by employees and officers for travel, including air fare, costs of lodging, other subsistence, and incidental expenses, may be considered reasonable and allowable only to the extent such costs do not exceed charges normally allowed by the non-profit organization in its regular operations as the result of the non-profit organization's written travel policy.

In the absence of a reasonable written policy regarding international travel costs, the standard for determining the reasonableness of reimbursement for international travel costs will be the Standardized Regulations (Government Civilians, Foreign Areas), published by the U.S. Department of State, as from time to time amended. The most current Standardized Regulations on international travel costs may be obtained from the AO. In the event that the cost for air fare exceeds the customary standard commercial airfare (coach or equivalent) or the lowest commercial discount airfare, the recipient must document one of the allowable exceptions from the applicable cost principles.

c. FLY AMERICA ACT RESTRICTIONS (1) The recipient must use U.S. Flag Air Carriers for all international air transportation (including personal effects) funded by this award pursuant to the Fly America Act and its implementing regulations to the extent service by such carriers is available.

(2) In the event that the recipient selects a carrier other than a U.S. Flag Air Carrier for international air transportation, in order for the costs of such international air transportation to be allowable, the recipient must document such transportation in accordance with this provision and maintain such documentation pursuant to the Standard Provision, "Accounting, Audit and Records." The documentation must use one of the following reasons or other exception under the Fly America Act:

(i) The recipient uses a European Union (EU) flag air carrier, which is an airline operating from an EU country that has signed the US-EU "Open Skies" agreement (<http://www.state.gov/e/eb/rls/othr/ata/i/ic/170684.htm>).

(ii) Travel to or from one of the following countries on an airline of that country when no city pair fare is in effect for that leg (see <http://apps.fas.gsa.gov/citypairs/search/>):

a. Australia on an Australian airline, b. Switzerland on a Swiss airline, or c. Japan on a Japanese airline;

(iii) Only for a particular leg of a route on which no US Flag Air Carrier provides service on that route;

(iv) For a trip of 3 hours or less, the use of a US Flag Air Carrier at least doubles the travel time;

(v) If the US Flag Air Carrier offers direct service, use of the US Flag Air Carrier would increase the travel time by more than 24 hours; or

(vi) If the US Flag Air Carrier does not offer direct service,

a. Use of the US Flag Air Carrier increases the number of aircraft changes by 2 or more,

b. Use of the US Flag Air Carrier extends travel time by 6 hours or more, or

c. Use of the US Flag Air Carrier requires a layover at an overseas interchange of 4 hours or more.

d. DEFINITIONS

The terms used in this provision have the following meanings: (1) "Travel costs" means expenses for transportation, lodging, subsistence (meals and incidentals), and related expenses incurred by employees who are on travel status on official business of the recipient for any travel outside the country in which the organization is located. "Travel costs" do not include expenses incurred by employees who are not on official business of the recipient, such as rest and recuperation (R&R) travel offered as part of an employee's benefits package that are consistent with the recipient's personnel and travel policies and procedures.

(2) "International air transportation" means international air travel by individuals (and their personal effects) or transportation of cargo by air between a place in the United States and a place outside thereof, or between two places both of which are outside the United States.

(3) "U.S. Flag Air Carrier" means an air carrier on the list issued by the U.S. Department of Transportation at <http://ostpxweb.dot.gov/aviation/certific/certlist.htm>. U.S. Flag Air Carrier service also includes service provided under a code share agreement with another air carrier when the ticket, or documentation for an electronic ticket, identifies the U.S. flag air carrier's designator code and flight number.

(4) For this provision, the term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

e. SUBAGREEMENTS

This provision must be included in all subagreements, including all subawards and contracts, under which this award will finance international air transportation.

[END OF PROVISION]

REPORTING HOST GOVERNMENT TAXES (JUNE 2012) APPLICABILITY: This provision is applicable to all USAID agreements that obligate or subobligate FY 2003 or later funds except for agreements funded with Operating Expense, Pub. L. 480 funds, or trust funds, or agreements where there will be no commodity transactions in a foreign country over the amount of \$500.

REPORTING HOST GOVERNMENT TAXES (JUNE 2012)

a. By April 16 of each year, the recipient must submit a report containing:

(i) Contractor/recipient name.

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

(iii) Agreement number(s).

(iv) The total amount of value-added taxes and customs duties (but not sales taxes) assessed by the host government (or any entity thereof) on purchases in excess of \$500 per transaction of supplies, materials, goods or equipment, during the 12 months ending on the preceding September 30, using funds provided under this contract/agreement.

(v) Any reimbursements received by April 1 of the current year on value-added taxes and customs duties reported in (iv).

(vi) Reports are required even if the recipient did not pay any taxes or receive any reimbursements during the reporting period.

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

b. Submit the reports to: [insert address and point of contact at the Embassy, Mission, or CFO/CMP as appropriate, may include an optional "with a copy to"].

c. Host government taxes are not allowable where the Agreement Officer provides the necessary means to the recipient to obtain an exemption or refund of such taxes, and the recipient fails to take reasonable steps to obtain such exemption or refund. Otherwise, taxes are allowable in accordance with the Standard Provision, "Allowable Costs," and must be reported as required in this provision.

d. The recipient must include this reporting requirement in all applicable subagreements, including subawards and contracts. [END OF PROVISION]

PATENT RIGHTS (JUNE 2012)

APPLICABILITY: This provision is applicable to awards to small business firms or nonprofit organizations for the performance of experimental, developmental, or research work funded in whole or in part with USAID funds.

PATENT RIGHTS (JUNE 2012)

a. Patent Rights

(1) Allocation of Principal Patent Rights. The recipient may retain the entire right, title, and interest throughout the world to each subject invention, subject to this provision. With respect to any subject invention in which the recipient retains title, the U.S. Government must have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government the subject invention throughout the world, and to sublicense others to do the same. The recipient agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with U.S. Government support under (identify the agreement awarded by USAID). The U.S. Government has certain rights in this invention."

(2) Definitions. For purposes of this provision, the following terms will have the following meaning:

(i) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code.

(ii) "Subject invention" means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this award.

(3) The recipient must disclose each subject invention to the National Institutes of Health (NIH) EDISON Patent Reporting and Tracking System (<http://www.iedison.gov>) within two months after the inventor discloses it in writing to recipient personnel responsible for patent matters. In addition, the recipient agrees to submit, on request, periodic reports to the Agreement Officer's Representative, no more frequently than annually, on the utilization of a subject invention.

(4) Conditions When the U.S. Government May Obtain Title. The recipient must convey title to any subject invention to USAID, upon written request, subject to

recipient's retention of a nonexclusive, royalty-free license throughout the world, in each subject invention:

(i) If the recipient fails to file a U.S. patent application or to disclose the subject invention to USAID at least 60 days prior to the statutory period for filing a patent in the United States, fails to file any non-U.S. patent applications within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications, or elects not to retain title.

(ii) In any country in which the recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on a patent on a subject invention.

b. Subawards and Contracts: Recipient must include this the Standard Provision, suitably modified to identify the parties, in all subawards and contracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The recipient must retain all rights provided for the USG in this the Standard Provision, and the recipient must not, as part of the consideration for awarding the contract or subaward, obtain more rights in the contractor's or subrecipient's subject inventions than provided in this provision.

[END OF PROVISION]

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

APPLICABILITY: This provision must be included in Request for Applications (RFAs) and in awards involving construction.

STANDARDS FOR ACCESSIBILITY FOR THE DISABLED IN USAID ASSISTANCE AWARDS INVOLVING CONSTRUCTION (September 2004)

a. One of the objectives of the USAID Disability Policy is 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. As part of this policy USAID has established standards for any new or renovation construction project funded by USAID to allow access by people with disabilities (PWDs). The full text of the policy paper can be found at the following Web site: pdf.usaid.gov/pdf_docs/PDABQ631.pdf.

b. USAID requires the recipient to comply with standards of accessibility for people with disabilities in all structures, buildings or facilities resulting from new or renovation construction or alterations of an existing structure.

c. The recipient will comply with the host country or regional standards for accessibility in construction when such standards result in at least substantially equivalent accessibility and usability as the standard provided in the Americans with Disabilities Act (ADA) of 1990 and the Architectural Barriers Act (ABA) Accessibility Guidelines of July 2004. Where there are no host country or regional standards for universal access or where the host country or regional standards fail to meet the ADA/ABA threshold, the standard prescribed in the ADA and the ABA will be used.

d. New Construction. All new construction will comply with the above standards for accessibility.

e. Alterations. Changes to an existing structure that affect, the usability of the structure will comply with the above standards for accessibility unless the recipient obtains the Agreement Officer's advance approval that compliance is technically infeasible or constitutes an undue burden or both. Compliance is technically infeasible where structural conditions would require removing or altering a load-bearing member that is an essential part of the structural frame or because other existing physical or site constraints prohibit modification or addition of elements, spaces, or features that are in full and strict compliance with the minimum requirements of the standard. Compliance is an undue burden where it entails either a significant difficulty or expense or both.

f. Exceptions. The following construction related activities are excepted from the requirements of paragraphs a. through d. above:

(1) Normal maintenance, reroofing, painting or wall papering, or changes to mechanical or electrical systems are not alterations and the above standards do not apply unless they affect the accessibility of the building or facility; and

(2) Emergency construction (which may entail the provision of plastic sheeting or tents, minor repair and upgrading of existing structures, rebuilding of part of existing structures, or provision of temporary structures) intended to be temporary in nature. A portion of emergency construction assistance may be provided to people with disabilities as part of the process of identifying disaster- and crisis-affected people as "most vulnerable."

[END OF PROVISION]

STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)

Applicability: This provision must be included in any award that

(1) uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386; and

(2) covers a program that targets victims of severe forms of trafficking in persons (as defined below) and provides services to individuals while they are still engaged in activities that resulted from such victims being trafficked.

“Severe forms of trafficking in persons” means

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

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

STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (MAY 2012)

By accepting this award, the recipient hereby states that it does not promote, support, or advocate the legalization or practice of prostitution. This statement may be true by virtue of the organization’s lack of any policy regarding the issue.

[END OF PROVISION]

ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

APPLICABILITY: This provision must be included in any award that uses funds made available to carry out the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386, for a program that targets victims of severe forms of trafficking in persons. “Severe forms of trafficking in persons” means

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

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

ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)

The recipient must not provide funds made available to carry out this award to any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution. Such a statement is not required, however, if the sub-recipient organization provides services to individuals solely after they are no longer engaged in activities that resulted from such victims being trafficked. If required, the sub-recipient organization’s statement may be true by virtue of the organization’s lack of any policy regarding the issue. [END OF PROVISION]

PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

APPLICABILITY: This provision must be included in any award that uses funds made available specifically under the Trafficking Victims Protection Act of 2000, Division A of P.L. 106-386.

PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)

None of the funds made available under this award may be used to promote, support, or advocate the legalization or practice of prostitution. However, this prohibition does not preclude assistance designed to ameliorate the suffering of, or health risks to, victims while they are being trafficked or after they are out of the situation that resulted in such victims being trafficked. The recipient must insert this provision in all subagreements under this award.

[END OF PROVISION]

[END OF THE REQUIRED AS APPLICABLE STANDARD PROVISIONS FOR NON-U.S. NONGOVERNMENTAL ORGANIZATIONS]

[END OF ATTACHMENT D]

APENDIX A

COMPANY'S BUSINESS LICENSE, PSC LICENSE and CERTIFICATIONS to PSC1 and ISO18788

Please Attach

APPENDX B

SUMMARY OF RELEVANT CAPABILITY, EXPERIENCE AND PAST PERFORMANCE

Include projects that best illustrate your experience relevant to this (RFP) or similar activities, sorted by decreasing order of completion date.

Projects should have been undertaken in the past three years (i.e. 2015, 2016 and 2017)

No	Project Title and Description of Activities	Location Province/District	Client Name/Tel #	Cost in US\$	Start Dates	End Dates	Completed on Schedule (Yes/No)	Subcontractor or Prime Contractor?
1								
2								
3								