

Request for Proposal for Security Services in Afghanistan

Solicitation Number: 2686-21-01

Issued: April 21, 2021

Afghanistan Countering Counter Trafficking in Persons III (CTIP III) Project

Winrock International
2451 Crystal Dr, Arlington, VA 22202

Country: Afghanistan
Geographic Code: 935



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Confidentiality Statement

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Introduction/Background

Winrock International is a recognized leader in U.S. and international development, providing solutions to some of the world's most complex social, agricultural and environmental challenges. Winrock's mission is to empower the disadvantaged, increase economic opportunity and sustain natural resources. Winrock is a nonprofit organization that implements a portfolio of more than 140 agriculture, environment and social development projects in over 46 countries, employing over 1,000 staff around the world managed from five Winrock offices and dozens of project offices. Winrock combines technical expertise with entrepreneurial innovation to improve lives around the globe.

Winrock International is seeking security services in Afghanistan to support the USAID funded Counter Trafficking in Persons (CTIP) III in program in Afghanistan – a five-year project. CTIP III will strengthen the capacity of the Government of the Islamic Republic of Afghanistan (GoIRA) to address the recommendations put forth in the United States Department of State Trafficking in Persons (TIP) Report to reduce the prevalence of trafficking across Afghanistan. Using a low-profile implementation approach, the project will target 20 provinces that have a high incidence of TIP and international borders. CTIP III will work across the country with national, provincial, and local officials, civil society organizations, and private sector actors to establish and strengthen systems to prevent

TIP, protect victims of TIP (VoTIP), and prosecute traffickers. It will build on the successes and lessons learned from the two previous CTIP programs in the country.

Winrock will have approximately 30 staff in country working on the CTIP III program, including one international staff member, and implement the project with three other local and international partners. Winrock will establish an office inside a secure compound in Kabul and will divide the target provinces into five zones with one staff member in five provincial capitals to support activities in assigned provinces. This staff member will work from home or from local partner organization offices. The project will work in the following provinces using a phased and targeted implementation approach, which will be dependent on security conditions. The project's target provinces include Nangahar, Kunar, Laghman, and Nuristan, Badakshan, Kunduz, and Takhar, Balkh and Jawzjan, Kabul, Logar, Paktia, Khost, and Wardak, Herat, Nimruz, and Kandahar.

Winrock will not have field offices, however, when feasible, it is expected that staff travel will travel via road and air to visit client and partner sites (from Kabul to the provinces), these can be short visits for meetings or extended visits for delivering training and technical assistance. Expatriate movements will be mostly limited to Kabul.

Submission Details

Please refer to the scope of services section below for specific information on the services required in Afghanistan.

Questions and Clarifications

Inquiries/questions must be received no later than **5:00 PM Eastern Standard Time (EST) on Wednesday, May 05, 2021** at and must be submitted via e-mail to procurement@winrock.org. Winrock will review and respond to all questions by **Thursday, May 13, 2021**.

Submission Deadline

Proposals must be received no later than **10:00 AM Eastern Standard Time (EST) on Friday, May 21, 2021**. Late submissions will not be accepted. All proposals are to be submitted following the guidelines listed below. Telephone requests will not be honored.

Winrock International may request additional documentation after the bid deadline.

Winrock will evaluate complete vendor proposals to determine which proposal represents the best value to Winrock. This is an unsealed solicitation request. Winrock reserves the right to negotiate with the bidders with or without discussion.

Sent via email to: procurement@winrock.org

Post Bid Interviews

Individual, post-bid interviews will be held with finalists remotely to discuss the details of their proposal. Attendance is mandatory for consideration of the award.

Venue: Microsoft Teams meetings set up by Winrock International

Instructions to Bidders

I. Proposal Cover Page:

The cover page for your proposal should be on your company letterhead and MUST contain the following information:

1. Project or Title: (from the cover page of this RFP document)
2. Proposal Reference Number: (from the cover page of this RFP)
3. Company Name:
4. Company Address:
5. Name of Company's authorized representative:
6. Telephone No, Mobile Phone #, Email address:
7. Total Proposed Price:
8. Validity of proposal:
9. Payment terms: Winrock will not consider advance payments
10. Acceptance of Tax Withholding Statement and Tax Identification Number
11. DUNS #
12. Signature, date and time

II. Eligibility Requirements:

Security management companies operating in Afghanistan must have a valid Afghan business license Afghanistan Investment Support Agency (AISA registration) and Risk Management Company (RMC) license, and must be operating in accordance with the laws of Afghanistan to be eligible for awards. Security management companies will need to obtain a Data Universal Numbering System (DUNS) number and a vetting eligibility notice prior to receiving any award.

III. Basis for Award:

Winrock anticipates that award will be based on best-value principles. Accordingly, award will be made to the technically acceptable Offerors whose proposals provide the greatest overall value to Winrock, price, post-bid interview performance and other factors considered, and whose proposals conform to all solicitation requirements.

To determine best-value, proposals will be evaluated on the evaluation criteria listed below (beginning on page 10). The relative importance of each individual criterion is indicated by the number of points assigned, totaling 100 points. Offerors should note

that these criteria serve to: (a) identify the significant factors which Offerors should address in their proposals, and (b) set the standard against which all proposals will be evaluated.

IV. Other Factors:

- Validity of bid: 180 days starting from the submission date.
- Cost quoted must include unit price and total price in **U.S. Dollars**
- Payment terms and complete banking information

V. Bid Documents to Include¹:

- Proof of business registration in Afghanistan and National
- Security licenses to operate in Afghanistan
- Weapons licenses
- References and a list of previous similar contracts completed successfully with the names and contact information of the clients.
- Company Profile
- Directors contact details (Full Names, ID numbers, Telephone numbers, Addresses)
- Certificate of Incorporation
- Proof of insurance coverage for expatriate and local staff and vehicles
- License of Ministry of Interior
- License for operations in relevant provinces (If applicable)
- Radio communication licenses from Ministry of Communications (If applicable)
- Form W-9 for US Vendors and Form W-8 BENE for international vendors

Award

Winrock anticipates that we will notify the successful bidder during **the week of June 18, 2021. The signing of the contract will be dependent on the date of the award by Winrock's client.**

- Winrock will run an open and fair competitive bidding process.
- As warranted, Winrock may increase or decrease quantities.

¹ Please include English translations of any certifications or documents that not in English.

Scope of Services

Winrock International is seeking low-profile security services in Afghanistan to protect and provide oversight and management for safety and security for all countrywide Counter Trafficking in Persons (CTIP) III personnel and assets. Winrock is hiring a security firm to provide security services on Winrock's behalf including full time security personnel, credible threat analysis and risk assessments, security plan development, emergency and incident response, training and drills, travel security, capacity building, information services and quality and management oversight of security staff on CTIP III.

The security services provider will provide Winrock with experienced security personnel and services. In conjunction with compound security personnel, the security service provider must provide effective 24-hour security to the Winrock's office and international staff housing in Kabul. The security provider must also conduct security risk assessments for all client movements, offices, events and activities in Afghanistan. This will include monitoring client movements, in order to allow staff, consultants and short term technical assistance (STTA) to conduct daily work-related activities safely and successfully within Afghanistan and Winrock expatriate staff (only one long-term expat) to reside safely in the compound.

Specifically, Winrock will require staff, services, and equipment for this project. Proposals need to include CVs for the proposed Key Personnel for this project and illustrative CVs for Non-Key Personnel positions. **Please see Annex B for further information.**

Cost Proposal

Winrock anticipates awarding a firm fixed price level of effort type contract with an indefinite quantity portion resulting from this solicitation.

A. Contract Line Item Numbers (CLIN) No. 0001:

Project Timeframe. CLIN 0001 constitutes a Firm Fixed Price Level of Effort portion of this contract over a five-year period and includes fixed costs related and equipment. Please see the cost proposal template for further information.

Offerors shall propose Fixed Daily Rates for all personnel. The fixed daily rates in effect when the contract is executed will remain in effect for the entire contract period. Each proposed fixed daily rate listed above is "loaded" and must include the following:

- Salary cost or consulting fee of the individual providing the services.
- Payroll costs (fringe benefits, FICA, etc.).
- Indirect costs applicable to labor; and
- Profit or fee, if any.
- Danger pay
- Post differential
- DBA Insurance

The contractor, will independently, not as an agent of Winrock, provide all necessary security management services in Kabul and across the regions where CTIP III operates. In the performance of CLIN 0001 of this contract, the contractor shall provide the following level of effort within the five-year period. Long-term security support will include the following:

- 1 Expat/Third Country National Security Manager
- 1 Afghan National Deputy Security Manager
- 2 Afghan National Close Protection Officers
- 1 Afghan National Armored Vehicle (AV) Driver

The proposed fixed daily rates for personnel should include personnel protective equipment, when appropriate. Other Direct Costs can include subscription fees for vehicle tracking platform and tracking equipment as two separate line items, In addition to the personnel services, proposals should also include a quote for the leasing and the maintenance of equipment and supplies for use by the project staff, including:

- Spec IV Body Armor for leasing
- B-6 Level Armored Vehicle for leasing
- Satellite Phones
- Vehicle Trackers
- Personal Trackers
- Cellular tracking App for local cell phones

B. CLIN No. 0002:

The contractor, independently and not as an agent of Winrock, will provide additional services on as needed basis, when required, by CTIP III. CLIN 0002 constitutes the indefinite quantity portion of this contract.

All costs to be incurred under CLIN No. 0002 will be defined after negotiation with the successful Offeror. The reimbursable allowable costs should be limited to reasonable, allocable and necessary costs.

Assumptions & Constraints

The purpose of this RFP document is to provide Offeror(s) with information to assist them in the preparation of their proposals for the services which Winrock seeks to source. This RFP document does not claim to contain all the information each Offeror may require. Each Offeror should conduct its own assessment and should check the accuracy, reliability and completeness of the information in this RFP document, and where necessary obtain independent advice from appropriate sources. Winrock is under no obligation to make an award as a result of this RFP.

Winrock may, at its own discretion, but without being under any obligation to do so, cancel, update, amend or supplement the information in this RFP document.

Terms and Conditions

Each Bid must conform to the following requirements

1. Must agree to the general provisions outlined in Attachment A. Any variations must be requested in the proposal submission and agreed to before a subcontract is issued.
2. Winrock International will not consider advance payment.
3. A Bidder may withdraw or change a bid before the deadline to receive bids if written notice of the withdrawal or change is received by Winrock for submission of bids. Any changes may be made only by substitution of another bid.
4. Bids received after the time specified in the request for bid will not be considered and shall be returned to the respondent.
5. The bidder must have excellent communication skills and methods and be able to communicate very clearly at every step of development, both providing information to the Winrock team as well as requesting, understanding and closely following guidance from the Winrock team.

Evaluation Criteria

The evaluation of each response will be based on demonstrated competence, compliance, format and organization. Security providers that do not meet the minimum requirements will not be considered eligible and, therefore, proposals from these organizations will not be further evaluated. Proposals from organizations that meet the minimum requirements of registration and ability to comply with applicable regulations will be evaluated based on the following criteria, out of 100 points:

1. Technical (35%)
2. Staffing and Management (35%)
3. Past performance and positive references (30%)

Technical: The Technical approach is comprised of the following elements and documents using the below subheadings:

1. Overview of security in Afghanistan.
2. Bidder's capability to handle mobile operations
3. Security procedures in "normal" and high-risk procedures
4. Security information reporting tools
5. Management systems for working with USAID implementing partners.

Staffing Management: The management plan shall include the following elements and documents using the below subheadings:

1. Overall management and reporting plan
2. Details their experience in managing security/risk management operations for civilian contractors in Afghanistan and more specifically under USAID funded programs
3. Recruitment, training and mentoring of staff
4. Discipline and performance standards for personnel
5. Client liaison approach
6. Qualifications and experience of proposed staff for this project; particularly staff proposed for the Security Manager and Deputy Security Manager positions, taking into account that these positions must be filled on a continuous basis.
7. Illustrative CVs for non-key personnel positions.

The proposal must provide a detailed account of the Offeror's record in implementing similar activities to those outlined in the tasks and activities. This part should include sufficient information regarding any major sub-contracted projects, and elements demonstrating the Offeror's performance for the above the tasks and activities.

Past Performance: Offerors should provide a minimum of three references for ongoing programs, which started in last three years, to include a brief description of the security management services provided and contact information for the client with an emphasis on INGO and NGO security service provision.

Cost Proposal Evaluation:

The Offeror shall submit a Cost Proposal using the attached excel template and corresponding budget notes, which is separate from the Technical Proposal. The budget must be submitted in an excel file with formulas and the budget notes in PDF. Please do NOT include any cost information in the technical portion.

Cost proposals should contain a detailed budget for the performance period of June 18, 2021 to June 17, 2026 that includes at a minimum:

- a. CLIN 0001 : Salaries for all personnel, position title, number of work days proposed by individual. Each proposed daily rate should be separately broken down to reflect all considerations included therein, as instructed in the below cost proposal template. The proposed fixed daily rates for personnel should include personnel protective equipment when appropriate. The equipment supplies and intel services should separate line items and subscription fees for vehicle tracking platform and tracking equipment as two separate line items.
- b. CLIN 0002. Other extraordinary estimated direct costs to be incurred during the performance of the contract.

c. Total contract amount. Offerors should present a cost proposal that is in a similar format to the sample attachment, with notes attached to explain how costs were developed or estimated for each proposed line item. In preparing cost estimates, the following assumptions may be used:

- Winrock will provide full life support for expatriate personnel
- Winrock will provide office supplies, stationary
- Winrock will organize and pay for regional travel for program activities including airline tickets, M&IE, lodging and other pre-approved travel expenses. International travel for regular leave rotations and mobilizations/demobilizations of security personnel will be the responsibility of the Offeror.
- Travel in and out of Afghanistan for security management personnel must be compliant with USAID guidelines (to include airline tickets, M&IE, and essential travel expenses for mobilization, demobilization and leave rotations).

Cost criteria will be evaluated separately and will consider factors including cost effectiveness, cost control and cost realism. While Winrock believes in cost savings, budgets should be realistic and value for the services should be clearly demonstrated. A proposal with the lowest estimated cost will not necessarily win the bid.

Services not contained in the fixed price portion of the contract between Winrock and the Offeror will be awarded via the indefinite quantity portion of the contract through task orders solicited from the Offeror and approved by Winrock.

Certification of Independent Price Determination

(a) The offeror certifies that—

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror, including but not limited to subsidiaries or other entities in which offeror has any ownership or other interests, or any competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated or competitive solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern or individual to submit or not to submit an offer for the purpose of restricting competition or influencing the competitive environment.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the principals of the offeror in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; (ii) As an authorized agent, does certify that the principals of the offeror have not participated, and will not participate, in any action contrary to subparagraphs

(a)(1) through (a)(3) above; and (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through

(a)(3) above.

(c) Offeror understands and agrees that –

(1) violation of this certification will result in immediate disqualification from this solicitation without recourse and may result in disqualification from future solicitations; and

(2) Discovery of any violation after award to the offeror will result in the termination of the award for default.

_____ Vendor's signature and stamp

_____ Date

Attachment A: General Provisions

1. INDEPENDENT RELATIONSHIP

- A.** Notwithstanding normal award and administration processes and the provision of guidance by Winrock the Representative, the relationship between the Parties shall be that of an arm's length independent relationship rather than a servant or agent. The Parties do not intend to create any kind of joint venture, partnership, or other formal business relationship or association of any kind whatsoever. Nothing herein shall be construed to provide for the sharing of profits and losses arising out of or relating to the efforts of either or both Parties, except as may be specifically provided herein. Subcontractor shall have no authority, whether express or implied, to purport to contract for or bind Winrock in any manner or to any extent and shall make clear to all third parties with which it deals that it has no such authority.
- B.** Subcontractor personnel, shall, at all times, be under the Subcontractor's sole supervision, direction and control, and shall not be deemed to be Winrock personnel for any purpose. The Subcontractor is solely responsible for payment of all wages, salaries, and other amounts due or to become due to such personnel in connection with the Subcontract and for all reports and obligations to social security, income tax withholding, unemployment compensation, worker's compensation, and the like. The Subcontractor shall indemnify and hold Winrock harmless against any claim or liability (including, without limitation, fines, penalties and reasonable attorney's and expert consultant fees and costs) resulting from Subcontractor's failure to comply with the provisions of this article.

2. TAXES

- A.** For purposes of this Subcontract, "taxes" means all taxes, duties or other official exactions of whatever nature, whether in force on the Start Date or after-imposed, and whether levied in the United States, the Cooperating Country, or elsewhere, arising out of or relating to payments made to or received by Subcontractor pursuant to the Subcontract, to personnel (regardless of nationality, type of agreement, or length of service) assigned by Subcontractor to work on the Program, or that are otherwise associated with the making or performance of the Subcontract, the legal incidence of which falls on Subcontractor, its activities, its personnel, or any other person or entity for which Subcontractor is responsible.

- B.** Subcontractor is solely liable for payment of all taxes as defined above, which, however, will be eligible for reimbursement under the Subcontract if they are (1) included in the budget, (2) comply with the Applicable Cost Principles and any other pertinent provision(s) of the Subcontract, and (3) are not subject to available exemptions, reductions, remissions, and/or rebates.
- 3. CURRENCY.** All ceilings, funding limitations, and all invoices, payments, claims, liabilities, and other accounts, documents, and communications of whatever nature arising under or relating to this Subcontract and the circumstances surrounding its making and performance are and shall be denominated exclusively in the currency to be indicated in the Subcontract, without exposure of Winrock to fluctuations in the relative value of other currencies, unless otherwise specifically agreed in writing by the Parties. Agreement by Winrock to pay any cost or amount in any other currency shall not be deemed to be a waiver or deviation from the principle contained in the foregoing sentence.
- 4. PERFORMANCE.** Subject to the provisions of the Subcontract the Subcontractor:
- A.** Commits to devote all necessary personnel, labor, facilities, supplies, equipment, materials and other resources and inputs to the successful realization of the purposes and results set forth in the Subcontract; and
 - B.** Agrees to take all necessary and practicable steps to ensure the satisfaction of Winrock, the Funder, and the Cooperating Country.
- 5. COMMUNICATIONS WITH FUNDER OR COOPERATING COUNTRY OFFICIALS.** Winrock requires the Subcontractor to ensure that, except as otherwise approved by Winrock, all communications (whether oral, written, or electronic) by the Subcontractor, its personnel, contractors, and suppliers, concerning or affecting performance of any aspect of the Subcontract, shall be made solely to Winrock and not directly its Funder or Cooperating Country officials.
- 6. DISPUTES.** Any disputes arising out of this Agreement or from a breach thereof shall be submitted to arbitration in Little Rock, Arkansas, and the judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The arbitration shall be held under the standard form of the applicable Rules of the American Arbitration Association. The law of Arkansas shall apply and the statutes of limitation thereunder apply to any arbitration as if it were an action in a court of competent jurisdiction.

7. INSURANCE

- A. The Subcontractor is solely responsible for all applicable taxes, benefits, worker's compensation insurance or equivalent, health insurance, all risk property insurance and a comprehensive general liability insurance with financially sound and reputable insurance companies, and other insurance as required under the applicable laws. The Subcontractor must hold a valid work permit and ensure that it operates in compliance with applicable laws.
- B. The Subcontractor warrants that it shall obtain and maintain adequate insurances against all risks in respect of any property and any equipment used for the execution of this Subcontract.
- C. The Subcontractor shall be solely liable for the loss or theft of, or damage to, any and all items purchased with Subcontract funds (including items in the possession of its lower-tier Subcontractors), and, immediately upon any such loss, theft or damage, shall replace such items at its own expense. In addition, the Subcontractor shall be solely liable for the loss or theft of any Subcontract funds held in cash by the Subcontract or any of its agents or lower-tier Subcontractors and shall have no recourse to Winrock or its Funder for any such loss or theft.

8. GENERAL INDEMNITY. Both Parties shall hold harmless and indemnify each other and their respective directors, officers, agents and employees from and against all causes of action, losses, claims, liabilities, damages (including but not limited to costs, reasonable attorneys' fees, and amounts paid in reasonable settlement thereof) which arise or are alleged to arise as a result of the negligent acts, errors or omissions or willful misconduct of a Party, its director, officers, agents or employees.

9. ETHICS AND INTEGRITY. The Subcontractor agrees, in executing this Subcontract and in performing its obligations in connection therewith, to ensure that it, its officers, directors, employees, agents, lower-tier subcontractors, contractors and suppliers do the following:

- A. To scrupulously avoid any actions in violation of (or that might reasonably be considered by any person as possibly being or appearing to be in violation of) any laws, regulations, rules or Funder policies relating to ethics and integrity.
- B. That it has not engaged, and will not engage, in any corrupt practice (including, without limitation, the offering, giving, receiving or soliciting of anything of value to influence the action of any public official or any officer or employee of Winrock) or fraudulent practice (including, without

limitation, misrepresentation of facts in order to influence a procurement practice or the execution or administration of the Subcontract or the Prime Award, to the actual or potential detriment of Winrock or its Funder).

- C. Establish conflict of interest safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Each institution receiving funds must have written policy guidelines on conflict of interest and avoidance thereof. These guidelines should reflect country and local laws and must cover conflict of interest situations regarding financial interests, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. Winrock must be informed of any conflict of interest or appearance of conflict of interest by the Subcontractor. If organizational or management systems cannot be structured to neutralize such conflict, Winrock may choose to terminate the relationship with the Subcontractor.
- D. Subcontractor shall comply with all laws and regulations in the jurisdictions where it is performing under this Subcontract. Subcontractor is familiar with applicable anti-corruption, anti-bribery, anti-kickback, laws and regulations and will not undertake any actions that may violate these laws and regulations. For work performed outside of the United States, Subcontractor is familiar with the U.S. Foreign Corrupt Practices Act (the "FCPA"), its prohibitions and purposes, and will not undertake any actions that may violate the FCPA.
- E. The Subrecipients should be aware of [Winrock's Code of Conduct](#), compliance with all laws, and the importance of reporting any known or suspected Code violations or illegal behavior so that Winrock can investigate and act on any findings. Reporting requirements include (but are not limited to) fraud, waste, abuse, conflicts of interest, workplace or sexual harassment, and discrimination. Reports can be made to Winrock representatives (such as the Chief of Party or Project Director), Winrock's Chief Risk and Compliance Officer, or on line to www.winrock.ethicspoint.com.

10. TITLE TO TANGIBLE PERSONAL PROPERTY. Unless otherwise indicated in the Schedule of the Subcontract, title to property financed under this Subcontract shall be held by Winrock or if Winrock so directs by another entity, unless otherwise indicated in the schedule of this Subcontract. The Subcontractor shall care and account for all property financed under the Subcontract and shall ensure that such property shall be used solely to further program objectives. Upon project

completion, the Subcontractor shall submit the program asset list, request prior approval on final disposition of property, and subsequently dispose of property as instructed by Winrock in writing. Should the Subcontractor be approved to retain property purchased under the Subcontract, the property shall be used to further program objectives.

11. INTANGIBLE PROPERTY. Except as otherwise indicated in the schedule of the subcontract:

- A.** Intangible property (including all types of intellectual property) created or developed for, or for which ownership was purchased, under the Subcontract, shall be titled to Winrock, unless otherwise indicated in the Schedule of this Subcontract or except as otherwise approved by Winrock on a case-by-case basis. Winrock Funder reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the intangible property for Federal purposes, and to authorize others to do so.
- B.** Ownership of all intellectual property of whatever nature (including without limitation brands, trademarks, service marks, franchise rights, copyrights, rights in data, and other rights) by Winrock before the Start Date, or created or developed subsequent to such Date, shall be and remain Winrock's exclusive property at all times. The Subcontractor shall receive rights in such intellectual property, if at all, only through separate written licensing agreements.
- C.** If, pursuant to this article the Subcontractor is approved by Winrock to copyright a copyrightable work, Winrock reserves the following rights: a world-wide, royalty-free, nonexclusive, irrevocable right in perpetuity to reproduce, publish, or otherwise use the work in the interests of Winrock's programs.
- D.** If any patentable inventions arise as a result of this Subcontract, the Parties agree to follow standard Funder rules, guidelines, and procedures.

12. CONFIDENTIALITY. Both Parties acknowledge that any information obtained in performing this Subcontract regarding the operation of a Party or its products, services, policies, systems, programs, procedures, donor relations or any other aspect of its business, is confidential and proprietary. Both Parties will hold such information confidential and will not [i] use such information for any purpose other than performance of this Subcontract or [ii] disclose such information, directly or indirectly, to any other person, without in each instance the prior written consent of the other Party.

13. STOP WORK ORDER

- A.** Winrock International may at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, Winrock International shall either:
- 1) Cancel the stop-work order; or
 - 2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience, clause of this Subcontract.
- B.** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. Winrock International shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if:
- 1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and,
 - 2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if Winrock International decides the facts justify the action, Winrock International may receive and act upon the claim submitted at any time before final payment under this Subcontract.
- C.** If a stop-work order is not canceled and the work covered by the order is terminated for the convenience, Winrock International shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, Winrock International shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

14. SUSPENSION, TERMINATION AND ENFORCEMENT. Unless otherwise indicated in the Schedule of the Subcontract. This Subcontract may be terminated for any of the following reasons. Applicable prime award terms and conditions and funder regulations shall supersede any or all of the following obligations.

- A. *Mutual.* By mutual consent of the Parties upon their written agreement.
- B. *Default.* Either party may terminate this Subcontract immediately if the other party for any reason whatsoever, fails, refuses, or is unable to perform the work or violates the terms and conditions of this Subcontract. Either party may choose to issue a cure notice prior to such termination.
- C. *For Convenience.* Winrock may terminate this Subcontract if the funding source for this Subcontract is terminated. Further, Winrock may terminate this Subcontract in whole or in part, at any time, and for any reason, by providing ten (10) days written notice of the effective date of the termination to the Subcontractor. The Subcontractor shall be responsible for satisfying all its obligations relative to the performance under this Subcontract through the effective date of termination. Winrock shall only be responsible for expenses incurred after the effective date of termination as described in Paragraph E below.
- D. *Remedies for Noncompliance.* If a Subcontractor materially fails to comply with the terms and conditions of this Subcontract, whether stated in a Federal statute, regulation, assurance, application, or notice of Subcontract, Winrock may impose any of the following actions, as appropriate in the circumstances:
 - 1) Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor or more severe enforcement action by Winrock;
 - 2) Disallow all or part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current Subcontract;
 - 4) Take other remedies that may be legally available.

- E. *Suspension of Work.*** The Subcontractor will, upon written notice from Winrock, suspend, delay, or interrupt all or a part of the Scope of Services for a period of up to ninety (90) days after the suspension order is delivered to the Subcontractor. In such event, the Subcontractor will resume work upon the suspended activities upon written notice from Winrock. If any suspension, delay or interruption causes an increase or decrease in the Subcontractor's cost of, or the time required for, the performance of any part of the Work, Winrock shall make an equitable adjustment and modify the Agreement in writing. The Subcontractor may elect, by written notice to Winrock, to terminate the Subcontract for its convenience if Winrock's suspension of work notice is not cancelled within the 90-day period. Any claim by the Subcontractor for an adjustment under this paragraph must be asserted in writing, fully supported by factual information, to the Winrock within thirty (30) calendar days from the date of receipt by Subcontractor of the written notice of suspension from Winrock or within such extension of that 30-day period as Winrock, in its sole discretion, may grant in writing at the Subcontractor's request prior to expiration of said period. Nothing herein will be construed as relieving Subcontractor of its obligations to perform, including without limitation, the failure of the parties to agree upon Subcontractor entitlement to, or the amount of, any adjustment in time or compensation. If the Work is reduced by a change authorization issued hereunder, such action will not be the basis for a claim based on loss of anticipated profits.
- F. *Effects of Suspension and Termination.*** Costs of obligations incurred during a suspension or after termination of the Subcontract are not allowable unless Winrock expressly authorizes them in the notice of suspension or termination or subsequently. Other costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and the costs would be allowable if the Subcontract were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- G.** If Winrock materially fails to comply with the terms and conditions of this Subcontract, the Subcontractor may terminate this Subcontract pursuant to Paragraph B.

15. FORCE MAJEURE. Any delay or failure of either party of required obligations shall be excused if and to the extent caused by acts of God, fire, storm, lockout, strike,

terrorist act, flood, sabotage, embargo, war (whether declared or not), riot, prohibition or restriction by any government, major equipment breakdowns or other causes beyond the reasonable control of the party.

If a party asserts Force Majeure as an excuse for failure to perform their obligations, then the party must:

- A. Notify the other party in writing, of the likelihood or actual occurrence of an event described in this clause;
- B. Prove that reasonable steps were undertaken to minimize delay or damages caused by foreseeable events; and
- C. Fulfill all non-excused obligations. Upon review of the notice, the other party shall determine whether the term of the Subcontract shall be extended for a reasonable time period to complete activities interrupted by the delays.

16. PUBLIC NOTICES AND COMMUNICATIONS

- A. Any public notices or communications by the Subcontractor to the public, and in particular to the mass media or any public forum whatsoever (including press, radio, television, cinema, internet, etc.) relating to this Subcontract shall be subject to prior authorization in writing by Winrock. If Winrock authorizes the Subcontractor to supply the public with information, the Subcontractor shall ensure that such information is provided accurately.
- B. The Subcontractor shall not use the names or logos of Winrock or its funders without the advance written consent of Winrock. The Subcontractor shall not refer to its relationship with Winrock or to the Subcontract without Winrock's prior written approval.

17. AMENDMENTS. Winrock and the Subcontractor agree that any changes to this Subcontract shall be accomplished through written modification to this Subcontract executed by both parties.

18. FUNDER REQUIREMENTS. In order to comply with Winrock's award with its Funder, Winrock may be required to make changes to Funder requirements in the Subcontract. Winrock shall notify the Subcontractor via an amendment should any modifications be required. Promptly on receipt of Winrock's amendment, the Subcontractor shall take all necessary and practicable steps to comply with these requirement(s).

19. COMPLIANCE WITH LAW

- A. In performing its obligations and exercising its rights under the Subcontract, the Subcontractor shall fully comply with all applicable laws (including without limitation all statutes, decrees, ordinances, administrative orders, rules, regulations, and other mandatory directives, policies, and instructions with binding legal effect), whether in the United States, the Cooperating Country, or elsewhere. To the extent that Federal law does not exist, the laws of Arkansas shall apply. By accepting this Subcontract, Subcontractor agrees to waive any rights to invoke the jurisdiction of the local national courts where this Subcontract is performed.
- B. The Subcontractor shall be solely liable to pay all costs of such compliance. In addition, the Subcontractor shall be solely responsible to obtain in a timely and effective manner all licenses, permits, and other approvals (including, without limitation, approvals pursuant to the export control, foreign assets control, sanctions, anti-terrorism, and other similar or related rules in the United States), if any, necessary for Subcontractor's successful implementation of Subcontract activities.
- C. Compliance costs are eligible for reimbursement under the Subcontract if they are (1) included in the Subcontract budget, and (2) comply with the Applicable Cost Principles as well as any other pertinent Subcontract provision(s). However, the Subcontractor is solely responsible, without reimbursement under the Subcontract, for all costs, risks, damages, and other liability incurred by it as a result of its failure to comply with the applicable law.
- D. The Subcontractor shall indemnify and hold harmless Winrock for and from all costs, risks, delays, losses, damages and other liability incurred by Winrock due to Subcontractor's noncompliance with such laws or failure to secure such licenses, permits, and other approvals.

20. HEADINGS AND TERMS

- A. The headings in the Subcontract are inserted solely to facilitate convenient reference, and are not intended, nor shall they be deemed, to define, limit, or describe the scope of the Subcontract or the meaning of any provision herein.
- B. In this Subcontract, unless the context clearly requires a different result, singular and plural words, and any words with an implication of gender, are interchangeable.

- 21. EXECUTIVE ORDER 13224.** The Subcontractor is reminded that U.S Executive Orders and U.S Law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Subcontractor to ensure compliance with these Executive Orders and Laws. This provision must be included in all second-tier Subcontracts issued under this Subcontract.
- 22. ANTI-TRAFFICKING IN PERSONS DIRECTIVE.** The Subcontractor acknowledges that, Winrock is opposed to human trafficking, prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this Subcontract may be used to engage in trafficking in persons or to promote, support, or advocate the legalization or practice of prostitution. Nothing in the preceding sentence shall be construed to 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 from such victims being trafficked.
- 23. EQUAL EMPLOYMENT OPPORTUNITY.** All contracts or lower-tier subawards to be performed in the United States, or to be performed with employees who were recruited in the United States, shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Chapter 60, "Office of Federal Subcontract Compliance Programs, Equal Employment Opportunity, Department of Labor," to the extent required by the foregoing.
- 24. DEBARMENT AND SUSPENSION.** In accepting this Subcontract, the Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any US Federal department or agency. Any change in the debarred or suspended status of the Subcontractor during the life to this Subcontract must be reported immediately to Winrock. The Subcontractor agrees to incorporate the Debarment and Suspension certification into any lower tier subaward that they may enter into as part of this Subcontract.
- 25. MANDATORY DISCLOSURE.** The Subcontractor must disclose, in a timely manner, in writing to Winrock all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Subcontract. Failure to make required disclosures can result in any of the remedies described as may be required by the funder including suspension or debarment.
- 26. SEVERABILITY.** If any provision of this Subcontract is deemed by any court of competent jurisdiction to be void, voidable, invalid or unenforceable for any reason, the remainder of the provisions shall not be affected and shall remain valid and enforceable.

27. WAIVER. Failure by Winrock to insist upon strict compliance with any provision of this Subcontract shall not be deemed to be a waiver or relinquishment of, or otherwise to affect or modify, any of Winrock's rights or Subcontractor's duties hereunder, nor shall any waiver or relinquishment of any such right or duty in one case be construed as a waiver or relinquishment in another case.

28. ORDER OR PRECEDENCE. In the event of a conflict or inconsistency between provisions of this Subcontract, the conflict or inconsistency will be resolved by giving precedence in the following order:

- Subcontract General Conditions
- Funder Terms and Conditions or Standard Provision
- Subcontract Budget
- Subcontract Scope of Work

29. ENTIRE AGREEMENT. This Subcontract is the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, communications, negotiations and discussions, whether oral, written or electronic, involving the Parties. The terms of this Subcontract, together with such other documents as may be incorporated by reference and/or attachment, and with such additional terms as are approved in writing by Winrock and the Subcontractor in any modification of this Subcontract, constitute the entire contract between Winrock and the Subcontractor.

30. SALARY SUPPLEMENTS. The Subcontractor agrees not to pay or agree to pay any salary supplements to cooperating country officials except those consistent with USAID policy and approved by Winrock.

31. FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES. Subcontract funds may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in USAID policy and approved by Winrock (and, if required, USAID). Winrock's approval must be obtained before incurring such costs.

32. DISAGREEMENTS AND DISPUTES BETWEEN THE PARTIES ON MATTERS INVOLVING USAID

- A.** Notwithstanding any other provision of this Subcontract, any action by a cognizant USAID official purporting to act within his/her authority (including, without limitation, a decision by a USAID Agreement Officer, a decision upon appeal by an appellate official, or action by the Agreement Officer's Technical Representative) under or in connection

with the Prime Award that binds Winrock shall also bind Subcontractor to the extent that it relates to or affects the Subcontract.

- B. If requested by the Subcontractor in writing, Winrock may agree to file a claim with the Agreement Officer under the Prime Award on a matter affecting the Subcontractor, provided that Winrock in its absolute discretion determines that such claim is reasonable and that assertion of the claim will be consistent with “DISPUTES” in 2 CFR 700.15). In the event of an adverse decision by an Agreement Officer, Winrock may also, in its absolute discretion sponsor an appeal to the cognizant USAID appellate official.
- C. The Subcontractor shall indemnify and hold Winrock harmless from all costs and expenses of whatever nature (including without limitation reasonable fees and costs of attorneys and expert consultants) incurred by Winrock in taking or considering any action(s) specified above at the Subcontractor’s request. All such costs and expenses shall promptly upon request be paid or reimbursed by the Subcontractor to Winrock and shall not be eligible to be reimbursed as a cost under the Subcontract, unless also recovered by Winrock under the Prime Award or as part of an award of damages or costs to Winrock based on such claim or appeal (as applicable).

33. ECONOMIC AND FINANCIAL ACTIVITIES. Except as disclosed to and approved by Winrock, other than implementation of the activities identified in the Subprogram Description, no Subcontractor personnel (regardless of nationality) shall engage, directly or indirectly, either in his/her own name or through the agency of another person, or make loans or investments, in any business, profession or occupation in the Cooperating Country.

34. AUTHORIZED GEOGRAPHIC CODE. The Authorized Geographic Code for this Subcontract is identified on the cover page. All goods and services purchased by Subcontractor that are financed in any part with Subcontract funds shall comply with the requirements of all applicable Provisions and USAID regulations.

35. SECTION 487 RULES (PROHIBITION ON ASSISTANCE TO DRUG TRAFFICKERS)

- A. For purposes of this Subcontract, “Section 487 rules” means (1) Section 487 of the Foreign Assistance Act of 1961, as amended (22 U.S.C. 2291f); (2) the regulations issued by the Department of State at 22 CFR Part 140; and (3) any supplementary mandatory rules or policies issued by USAID or otherwise available from the USAID Mission in the Cooperating Country.

- B. Subcontractor agrees that, as soon as practicable upon execution of the Subcontract, it will consult with Winrock regarding the applicability of the Section 487 rules to the Subprogram. If Winrock determines, after such consultation, that these rules apply, Subcontractor (1) agrees to be solely responsible for compliance with such rules in all respects (including, without limitation, executing and/or obtaining any certifications that may be required, and taking all other steps necessary to comply with the rules), and (2) acknowledges that any failure to comply may constitute material noncompliance.
- C. As required by the USAID Standard Provision entitled, "PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS", Winrock reserves the right to terminate this Subcontract, or to take other appropriate measures, if the Subcontractor or a key individual of the Subcontractor is found to have been convicted of a narcotic offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

I. Special Provisions:

Government Withholding Tax for Afghan Based Companies

Pursuant to Article 72 in the Afghanistan Tax Law effective March 21, 2009, Winrock is required to withhold "contractor" taxes from the gross amounts payable to all Afghan for-profit subcontractors/vendors. In accordance with this requirement, Winrock 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 an active AISA or Ministry of Commerce license, Winrock 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 legal registration document (AISA or Ministry Registration) 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 Winrock.

Authorized Geographic Codes

The subcontractor may supply any goods or services manufactured in or shipped from the Geographic Code 935 (any area or country including the recipient country, but excluding any country that is a prohibited source).

Source and Nationality Definitions

Nationality: For purposes of USAID's procurement rules, nationality refers to the place of incorporation, ownership, citizenship, residence, etc. of suppliers of goods and services.

Source: The country from which a commodity is shipped to the cooperating country (or the cooperating country itself if the commodity is located therein at the time of the purchase). In the case of a commodity shipped from a free port or bonded warehouse in the same form it was received therein, "source" is the country from which the commodity was shipped to the free port or bonded warehouse.

Child Labor: Winrock neither engages in nor condones unlawful employment, or exploitation of children in the workplace. Consistent with Afghan labor law, the minimum for full-time employment with under this Award is 15 years of age. The minimum age for employment of individuals performing hazardous work under this Award is 18 years of age. Hazardous work is defined as:

- Work underground, under water, at dangerous heights or confined spaces.
- Work with dangerous machinery, equipment and tools, or which involves the manual handling or transport of heavy loads.
- Work in unhealthy environments which may, for example expose a worker to hazardous substances, agents or processes, or to temperatures, noise levels, or vibrations damaging to their health;
- Work under particularly difficult conditions such as work for long hours or during the night or work where the worker is unreasonably confined to the premises of the employer. The subcontractor hereby certifies to abide by Afghan Labor Laws and avoid unlawful employment, or exploitation of children in the workplace.

Vetting Procedure: On December 05, 2012 USAID/Afghanistan notified that Recipients/Subcontractors receiving USAID funding must be vetted for any subcontracts valued over \$25,000. This notice is effective January 1, 2013. Any Offeror receiving an award from Winrock must submit vetting documentation and receive an eligibility notice before Winrock can issue a final contract or purchase order. The vetting is not done by Winrock but by the Vetting Support Unit of USAID and may take several weeks. Winrock will assist awardees with the procedure once a winning proposal is selected.

In addition to vetting, Winrock may carry out reference checks and due diligence on any information provided by Offeror. Providing false information on personnel qualifications and experience or in past performance references will result in the Offeror being disqualified from future bidding.

CONFLICT OF INTEREST DECLARATION FOR THE WINROCK SUBCONTRACTOR

The following steps outline Winrock's Subcontracts selection process and should be understood by all Offerors to ensure the transparency of awards and avoid conflict of interest.

1. Request for Proposals (RFPs) are distributed to all licensed Risk Management Companies in accordance with the list posted on Afghanistan Public Protection Force's (APPF) website.
2. Once the proposals are received, they are scored by an evaluation committee which consists of technical professionals.
3. Cost proposals are evaluated for reasonableness, accuracy, and completeness.
4. The best value proposal is selected based on a combination of the technical score and the cost.
5. No activity can be started until vetting and other formalities are completed and both WINROCK and the awardee have signed a formal contract.
6. Winrock's policy against fraud exists throughout the life of the subcontract and beyond. Even if the subcontract is closed, if any party is found guilty of fraud Winrock will make a full report to the OIG which may choose to investigate and to prosecute guilty parties to the fullest extent of the law.

To report cases of suspected fraud please contact: [EthicsPoint](#), or please call this **phone number**: 1-855-372-0659 Do not use this number for asking questions about the RFP. The hotline number is only for reporting fraud, abuse, and conflict of interest. The person answering this phone does not have information about bids and cannot give any instructions or answer any questions about ongoing procurements.

All proposed costs must be in accordance with the Cost Principles under 48 CFR 31 and Federal Acquisition Regulations (FAR) Part 31.

Mandatory Contract Provisions

STANDARD PROVISIONS INCORPORATED BY REFERENCE: This solicitation incorporates the following standard provisions by reference, with the same force and effect as if they were given in full text.

- M1. ALLOWABLE COSTS (NOVEMBER 2020)
- M5. PROCUREMENT POLICIES (JUNE 2012)
- M6. USAID ELIGIBILITY RULES FOR PROCUREMENT OF COMMODITIES AND SERVICES (MAY 2020)
- M9. MARKING AND PUBLIC COMMUNICATIONS UNDER USAID-FUNDED ASSISTANCE (DECEMBER 2014)
- M11. RECIPIENT AND EMPLOYEE CONDUCT (JUNE 2018)
- M12. DEBARMENT AND SUSPENSION (JUNE 2012)

- M14. PREVENTING TRANSACTIONS WITH, OR THE PROVISION OF RESOURCES OR SUPPORT TO, SANCTIONED GROUPS AND INDIVIDUALS (MAY 2020)
- M15. TRAFFICKING IN PERSONS (April 2016)
- M17. EQUAL PARTICIPATION BY FAITH-BASED ORGANIZATIONS (JUNE 2016)
- M18. NONDISCRIMINATION (JUNE 2012)
- M20. LIMITING CONSTRUCTION ACTIVITIES (AUGUST 2013)
- M22. PILOT PROGRAM FOR ENHANCEMENT OF GRANTEE EMPLOYEE WHISTLEBLOWER PROTECTIONS (SEPTEMBER 2014)
- M24. PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (MAY 2017)
- M25. CHILD SAFEGUARDING (June 2015)
- M26. MANDATORY DISCLOSURES (NOVEMBER 2020)
- M29. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment (August 2020)
- RAA7. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION (NOVEMBER 2020)
- RAA10. OCEAN SHIPMENT OF GOODS (JUNE 2012)
- RAA11. REPORTING HOST GOVERNMENT TAXES (JUNE 2012)
- RAA20. STATEMENT FOR IMPLEMENTERS OF ANTI-TRAFFICKING ACTIVITIES ON LACK OF SUPPORT FOR PROSTITUTION (JUNE 2012)
- RAA21. ELIGIBILITY OF SUBRECIPIENTS OF ANTI-TRAFFICKING FUNDS (JUNE 2012)
- RAA22. PROHIBITION ON THE USE OF ANTI-TRAFFICKING FUNDS TO PROMOTE, SUPPORT, OR ADVOCATE FOR THE LEGALIZATION OR PRACTICE OF PROSTITUTION (JUNE 2012)
- RAA28. CONTRACT PROVISION FOR DBA INSURANCE UNDER RECIPIENT PROCUREMENTS (DECEMBER 2014)
- RAA29. CONTRACT AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (April 2016)
- RAA31. NEVER CONTRACT WITH THE ENEMY (NOVEMBER 2020)

Attachment B: Staffing and Supply Annex

A. Key Personnel (include CVs):

1. International Security Manager (1 position)

Position description

The International Security Managers provides complete oversight and management for the safety and security for all countrywide CTIP III personnel and assets. A well rounded cross functional expatriate security professional with flexible roles. The selected manager must have experience working with NGOs and civilian personnel.

The candidate must be a highly qualified expatriate/TCN project manager capable of building and managing the full spectrum of security threats.

Responsibilities include:

- Develop strategies to continuously improve and refine security management systems for effectiveness and efficiency and evolving security situations, giving particular consideration to the project's needs, geographic coverage, team dynamics, and project mission.
- Ensures that the project's security approach is low profile and is respectful of the project's gender and youth-orientation.
- Develop a robust strategic process to communicate information that informs all relevant parties in a timely way on security issues and required precautions.
- Establish links with, share information and communicate regularly with other information activities, such as Stabilization Operations Information Center, Afghanistan NGO Safety Office, OSAC, USAID's PLSO Office.
- Facilitate the two-way flow of relevant security information with the Winrock home office that is properly vetted.
- Coordinate with and provide guidance to field staff.
- Provide training to staff on how to respond security incidents (including kidnapping), vehicle checkpoints/procedures, complex attacks, and lockdown procedures.
- Work with Winrock to update security project's protocols; train all project staff on associated procedures and strategies.
- Monitor the security situation across the country. Prepare daily intelligence and incident reports.
- Provide timely alerts to staff on ongoing security risks and actionable recommendations to mitigate them
- Advise staff on security protocols and mitigation measures.
- Track all staff and consultant travel; conduct analyses of field sites/travel locations and advise on any adjustments needed based on up-to-date information on the security situation and potential conflicts in the targeted geographic areas.
- As necessary, liaise with security forces and other relevant security contacts.

- Serve as a key member of the in-country Incident Management Team.
- Brief travelers and ensure they are aware of Winrock's security policies and procedures.
- Update security risk assessments (at least quarterly) of the areas where CTIP III staff and partners operate.
- Facilitate at least one quarterly meeting with international and local partners to discuss changes to the security environment, risk profile, security concerns, and potential changes to the overall security approach for the program.
- Manage the deputy security manager, close protection officers, and the driver.

Minimum requirements

- Expatriate or TCN applicant
- Experienced in conducting security assessments, advanced planning and coordination
- for secured movements, site security operations.
- Minimum of (10) years of security management experience.
- Minimum of (3) years of service in Afghanistan in a management position.
- Previous experience working with international NGOs/USAID implementing partners in Afghanistan. Previous experience working on or with gender or youth-oriented projects preferred.
- Training in weapons, communications, counterterrorism operations, and threat familiarization, inclusive of fire prevention, mitigation, and containment.
- Good interpersonal management skills.
- Physically and medically fit to operate in a hostile environment.
- Fluent in English (Written and spoken)
- First aid/trauma skills required and ability to stabilize casualties as a first-line responder, enabling casualties to be moved safely to more comprehensive medical facilities.
- Diplomatic and mature professional skills
- Understanding of gender issues and illegal activity (such as trafficking) a plus
- Strong communication skills - must be able to provide pragmatic verbal and written risk assessments, supporting the
- development of tactical plans for the conduct of secured movement, as well as venue risk management requirements

2. Local National Deputy Security Manager (1 position)

Position description

The Deputy Security Manager (DSM) will work closely with the SM and assist with all security functions. In keeping with Winrock's low-profile security approach, the DSM will conduct security risk assessments in the geographic zones where CTIP III operates, utilizing an advanced knowledge of on-the-ground security and cultural norms. Following each assessment, the DSM will coordinate with and provide recommendations to the SM

for implementation of risk-mitigating practices and features for each location. The DSM will also:

- Follow-up on major country events/developments, analyze/locate key local stakeholders, and assist the SM with response to incidents.
- Assist the SM in establishing and maintaining a local information network that can provide actionable information for the project on security threats.
- Assist the SM in providing technical oversight for close protection officers and driver to ensure they are providing optimal services.
- Counsels SM and COP on culturally appropriated security approaches.

Minimum requirements

- Afghanistan National.
- Trained in wide range of security and leadership roles
- Good judgment, professional presence, self-discipline, and basic English skills are required.
- Physically and medically fit to operate in a hostile environment
- At least ten years relevant experience
- Prior work on USG projects required
- Prior experience working on women and youth projects preferred.
- Diplomatic skills
- Gender training and or willingness to learn and understand sensitivities around trafficking and gender issues.

B. Other Personnel

1. Unarmed Close Protection Officers (2 positions)

Reports to the Deputy Chief Security Manager and assists in the preparation for and coordination of project staff movements.

Minimum requirements

- Afghanistan National.
- Trained in security assessment and movement planning
- Good judgment, professional presence, self-discipline, and basic English skills are required.
- Physically and medically fit to operate in a hostile environment
- Prior work on USG projects required
- Prior experience working on women and youth projects preferred.

2. Armored Vehicle Driver (1 position)

Skilled in the professional driving of B-6 level armored vehicles. Ability to perform defensive driving, security driving, basic incident management, and basic first aid. Able

to adhere to the standard operating procedures. Skilled in navigation. Able to identify hostile surveillance and intent.

Minimum Qualifications

- At least two years' experience driving armored vehicles, or motorcycles for
- a reputable security organization or international organizations in Afghanistan.
- Good communication and interpersonal skills.
- Good judgment, professional presence, self-discipline, and basic English skills are required.
- Physically and medically fit to operate in a hostile environment.

C. Other Goods Material and Services

Information Services

The security provider will support the CTIP III International Security Manager (SM) and Winrock with information services that will allow the security team to conduct detailed risk and threat assessments, evaluate travel security risks, issue weekly security reports, issue timely alerts on ongoing security risks and actionable recommendations to mitigate them.

Alerts & Advisories: The security service provider shall develop and implement an effective and efficient alert and advisory system which includes text messaging. This system shall be used to alert staff to security risks and issues of immediate importance. This system shall incorporate a means to verify that particularly vital messages have been received, such as advisories to remain in secure positions due to conditions on the street or in the field.

Equipment (per unit cost):

- Level IV Body Armor for leasing – daily or monthly leasing cost.
- B-6 Level Armored Vehicle for leasing – daily cost.
- Satellite Phones- yearly cost, including subscription costs.
- Vehicle Trackers- installation and monthly mounting costs.
- Personal Trackers- cost per device and monthly monitoring cost.
- Cellular tracking App for local cell phones – monthly cost

In compliance with Section 889 of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 Section (a)(1)(B) and Section (b)(1) and in accordance with FAR 52.204-25 and 2 CFR 200.216, Winrock prohibits procurement of Chinese telecommunications technology which includes equipment, systems or services provided by Huawei, ZTE, Hangzhou Hikvision, Hytera, Dahua, and any of their entities/affiliates, or a company owned by the Government of China. Equipment is defined as, but not limited to, routers, mobile phones, mobile WiFi stick/dongle, closed caption TV, WAP (wireless access point), and ISP routers. To be compliant with Section 889,

Winrock cannot (1) procure the above identified Chinese telecommunication technology or (2) contract (or extend or renew a contract) with an entity that uses any of the above identified prohibited equipment, systems, or services as a substantial or essential component of any system, or as critical technology as part of any system which connects to Winrock's network.