

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: **REQ-306-13-000137** PAGE OF: **1** OF **49**  
 2. CONTRACT NO.: **AID-306-C-14-00003** 3. AWARD/EFFECTIVE DATE: **02/01/2014** 4. ORDER NUMBER: \_\_\_\_\_ 5. SOLICITATION NUMBER: **SOL-306-13-000061** 6. SOLICITATION ISSUE DATE: **06/24/2013**

7. FOR SOLICITATION INFORMATION CALL: a. NAME: **Sam Nagwere** b. TELEPHONE NUMBER (No collect calls): \_\_\_\_\_ 8. OFFER DUE DATE/LOCAL TIME: \_\_\_\_\_

9. ISSUED BY: **USAID/Afghanistan Office of Acquisition & Assistance Great Massoud Road Kabul** CODE: **AFGHANISTAN**  
 10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR: \_\_\_\_\_  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: \_\_\_\_\_  
 HUBZONE SMALL BUSINESS  EDWOSB  8(A) SIZE STANDARD: \_\_\_\_\_  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED:  SEE SCHEDULE 12. DISCOUNT TERMS: \_\_\_\_\_ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700):  13b. RATING: \_\_\_\_\_ 14. METHOD OF SOLICITATION:  RFP  F8  RFP

15. DELIVER TO: **USAID/Afghanistan Great Massoud Road Kabul** CODE: **AFGHANISTAN** 16. ADMINISTERED BY: \_\_\_\_\_ CODE: \_\_\_\_\_

17a. CONTRACTOR/OFFEROR: **Sayara Media & Communication HOUSE # 134, GULFROSHI STREET DIST# 4, SHAR-E-NAW KABUL, AFGHANISTAN** CODE: \_\_\_\_\_ FACILITY CODE: \_\_\_\_\_ 18a. PAYMENT WILL BE MADE BY: \_\_\_\_\_ CODE: \_\_\_\_\_  
 TELEPHONE NO. **0799794679**

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED:  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	DUNS Number: 850498914 On behalf of DABS, conduct a public awareness campaign to increase Afghans' awareness and understanding of energy development programs in Afghanistan DABS Public Awareness Campaign Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				937,358.00

25. ACCOUNTING AND APPROPRIATION DATA: SEE SECTION D.9 OF THE SCHEDULE 26. TOTAL AWARD AMOUNT (For Govt. Use Only): **\$937,358.00**

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-6 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  29. AWARD OF CONTRACT: REF. **Final Proposal** OFFER DATED **12/09/2013**. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: **IAW PRICE PROPOSAL**

30a. SIGNATURE OF OFFEROR/CONTRACTOR: 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER):

30b. NAME AND TITLE OF SIGNED OFFEROR: **FAREED PAYAAM COUNTRY DIRECTOR** 30c. DATE SIGNED: **Jan 20, 2014** 31b. NAME OF CONTRACTING OFFICER (Type or print): **Michael Capobianco** 31c. DATE SIGNED: **1/21/2014**

**Contents**

**SECTION B - CONTINUATION..... 3**

- B.1 SERVICES ..... 3
- B.2 CONTRACT TYPE ..... 3
- B.3 PRICE SCHEDULE..... 3
- B.2 METHOD OF PAYMENT ..... 3
- B.3 PERIOD OF PERFORMANCE..... 3
- B.4 AVAILABILITY OF FUNDS ..... 3

**SECTION C - STATEMENT OF WORK..... 4**

- C.1. BACKGROUND ..... 4
- C.2. PROGRAM OBJECTIVE ..... 5
- C.3. DETAILED STATEMENT OF WORK ..... 6
- C.4. CONTRACT DELIVERABLES SCHEDULE .....15
- C.5. BRANDING, IMPLEMENTATION PLAN AND MARKING PLAN.....19
- C.6 KEY PERSONNEL .....19

**SECTION D: CONTRACT CLAUSES – COMMERCIAL ITEMS .....21**

- D.1 ADS 302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (MAY 2012) .....21
- D.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013).....21
- D.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013) .....29
- D.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....30
- D.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....30
- D.6 VETTING.....31
- D.7 CONTRACTING OFFICER’S REPRESENTATIVE (COR).....34
- D.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID .....34
- D.9 ACCOUNTING AND APPROPRIATION DATA ..... **Error! Bookmark not defined.**

**ATTACHMENT I .....36**

- I.1 FAR 52.202-1 DEFINITIONS (NOV 2013) .....36
- I.2 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) .....36
- I.3 PROTEST AFTER AWARD (AUG 1996) .....38
- I.4 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) .....39
- I.5 AVAILABILITY OF FUNDS (APR 1984) .....39

## SECTION B - CONTINUATION

### B.1 SERVICES

The Contractor shall conduct a public awareness campaign on behalf of Da Afghanistan Breshna Sherkat (DABS), a parastatal, Afghan government power utility as further described in section C.

### B.2 CONTRACT TYPE

This is a Firm Fixed Price, Commercial Items type contract. For the consideration set forth in this Section B, the contractor shall, during the period specified in Section B.5 of this contract, and within the Not-to-Exceed (NTE) Amount set forth in Section B.3 below, perform the work and deliver items and other deliverables specified in Section C.4.

### B.3 PRICE SCHEDULE

The total not-to-exceed price for the performance of the work required for the base period hereunder is \$937,358.00. The not-to-exceed price for the option period is \$819,547.00. The total Base and Option not-to-exceed price is \$1,756,905.00.

### B.4 METHOD OF PAYMENT

Monthly payments will be made based on the CLIN unit price and corresponding number of deliverables accepted by USAID per month. USAID will pay the Contractor in United States Dollars.

USAID will process payments in accordance with Section D.2 (g) Invoice. The Contractor must submit its monthly invoice to the Office of Financial Management via email: [KabulAIDEVouchers@state.gov](mailto:KabulAIDEVouchers@state.gov) when requesting payment.

### B.5 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 01 February 2014 through 31 January 2015 with an option to extend for one (1) additional year.

### B.6 AVAILABILITY OF FUNDS

According to FAR Clause 52.232-18 "Availability of Funds (APR 1984)," which is incorporated in full text in attachment 1 to this contract, the Government's obligation for exercising the option year is contingent upon the availability of appropriated funds for the option year.

## SECTION C - STATEMENT OF WORK

### PUBLIC AWARENESS CAMPAIGN

#### C.1. BACKGROUND

Da Afghanistan Breshna Sherkat (DABS) is established under The Corporations and Limited Liabilities' Law of the Government of Islamic Republic of Afghanistan (GIROA) as a limited liability company with all its equity shares owned by GIROA. The company was incorporated on 04 May 2008 (15 Saur 1387) and replaced Da Afghanistan Breshna Moassassa (DABM) as the national power utility. DABS operates and manages electric power generation, import, transmission, and distribution throughout Afghanistan on a commercial basis.

In 2012, only 36 percent of Afghanistan's 35 million people had access to power. The goal of DABS is to expand the electrical grid in Afghanistan through a sustainable business model in order to improve and increase the availability of affordable power to key population centers, and thereby provide a key catalyst for economic growth. Continued, broad-based economic growth is essential to maintain and enhance Afghanistan's political and economic stability. In alignment with the Afghan Energy Master Plan, DABS plans to connect the North East Power System (NEPS) to the Southern Electrical Power System (SEPS) and install turbine 2 at the Kajaki Dam. In partnership with USAID, DABS will construct approximately 500 km of electricity transmission lines and substations, connecting Kabul to Kandahar and providing inexpensive imported power to an estimated 2.3 million more Afghans, thus increasing access to power to almost 43 percent of Afghans. After the installation of the final turbine, "Unit 2" at Kajaki Dam, estimated for completion in late 2015, the power output of the dam will increase from the current operating capacity of 32MW to 51MW. These projects, as well as ongoing activities to significantly increase and improve transmission and medium voltage distribution in the SEPS' system, will be implemented over a period of years. The Power Transmission Expansion and Connectivity project (PTEC), which connects the north to the south electrical grid, will be built along the A1 highway. It will be broken up into three parts of construction, managed by different stakeholders including DABS, USAID, and the Asian Development Bank (ADB) through the Afghanistan Infrastructure Trust Fund (AITF). The first section, Kabul to Arghandi line (20km), is being implemented through ADB and should begin in the late spring 2014. The second section Arghandi to Ghazni (120km) with 2 substations is scheduled to begin construction around May/June 2014. The third section, Ghazni to Kandahar (357km) with 6 substations, is anticipating a November 2014 award. The line will not be electrified until around 2017. At that point, depending on what is negotiated for imports, there will be load shed management.

With a project of this scale, there are many public affairs' components at play. Perceptions play a very important role in the success or failure of development plans in conflict and post-conflict areas, and NEPS-SEPS, Kajaki Dam, and DABS' energy projects are no exception. To achieve sustainable power distribution and supply, beneficiaries must perceive the electrification objective as their own, and become partners in the effort. When communities feel that they own the development objective, they will also own the challenges that come with its implementation. This sense of ownership will multiply USAID's and DABS' problem solving power for achieving the objectives of sustainable electrification and economic growth. Effectively managing Afghan perceptions surrounding the project is thus essential for ensuring its success and sustainability. The PAC project will promote USAID and DABS' electrification programs through a communication campaign that will create buy-in and support among Afghan communities in key areas, and manage their expectations of how much power will be delivered when, and for what price.

The purpose of the DABS' public awareness campaign is as follows:

First is increased understanding of Afghanistan's electricity plans. Increased understanding of Afghanistan's electricity plans, includes both what, when and the benefits associated. Due to the complexity of implementation and a multi-donor effort, a key component of the campaign will be to help people understand that timelines are scheduled due to a myriad of factors, and will change. With the support of the people, it will go much more smoothly and quickly but flexibility is essential. It's also important to inform people of what changes in energy are planned so that Afghans understand what efforts have been made in the past, when they can expect to see results, experience added benefits of the projects in the future and clarify misconceptions; also, how the construction process will impact and benefit their specific communities. There may be job opportunities directly tied with the construction process, and power will bring economic growth into the future.

Second is safety. Safety risk mitigation includes educating those who would otherwise steal power, climb towers, or hang things on wires, so that they know the major safety risks associated. Messaging must also inform consumers how to practice electrical socket safety, as well as dispel misconceptions, such as the belief that moving closer to the power lines will give consumers more power.

Third are reduced security threats. Security risk mitigation is needed to ensure the construction workers will not be attacked. It must include key messaging to explain that the success of the project is partially the prerogative of the people: if a village wants access to electrical power, the villagers must not only avoid safety hazards, but be willing to protect equipment, structures and workers during and after construction.

Fourth is the commercial basis of power. This includes messaging that the electrical programs are a business and have costs associated. Afghans will not receive power if they do not pay for it. It is also important to convey the messages that power will not come until there is more on the grid, and that there will be load shed management plans.

Fifth is to create a stronger dialogue between communities and DABS for ongoing information exchange and problem solving. An overarching goal is to increase awareness that DABS and the GIROA – at both the Kabul and provincial levels - are endeavoring to provide a crucial service to the people of Afghanistan. There must be communication strategies in place to help Afghans know how they can contact DABS, to have quarterly mobile surveys to engage the public as well as public service announcements and hotline numbers. Afghans should know that they will be contacted quickly with real time information if there is an outage. They must also be made aware of DABS' customer service/troubleshooting representatives who are available to respond to questions, and their hours of operation.

The public awareness campaign must set the theme and direction for on-going DABS' efforts to communicate with Afghans -- particularly those in influential positions and community leaders. The timing of this program is critical. Work has been ongoing in Kandahar and Helmand provinces since 2011, and significant additional activities will begin in 2014. The communications' campaign will serve to help local communities understand what has taken place, what is planned, and how it will impact their lives. Promoting and gaining visibility for DABS will help improve attitudes towards the GIROA and will bolster community buy-in – a key factor in terms of security concerns.

## C.2. PROGRAM OBJECTIVE

The objectives of the campaign are to increase Afghans' awareness and understanding of DABS' energy development programs in Afghanistan, including the connection among the North East Power System (NEPS) and the Southern Electrical Power System (SEPS), Kajaki Dam, and the Kandahar Helmand Power Project. The campaign will also enhance safety related to electricity transmission, increase understanding of the costs of power and the relationship between revenue and service delivery, and reduce security concerns and threats to the successful completion of these projects by surveying village-

level attitudes towards DABS and electrical power in general. The campaign must create two-way communication with local communities. The Contractor must use various methods to highlight DABS' activities and operations, including DABS' secondary and tertiary units, in domestic mass media outlets, to facilitate continuous contact between DABS' internal departments and other public authorities, NGOs and media sources, and to provide public awareness programs for DABS' customers regarding power supply services. Baseline data collection will help set the stage for measuring impact and economic growth.

Key messages for the campaign must include:

1. Increase understanding of what, when and benefits of power plans in Afghanistan
  - Timelines for construction and power delivery
  - Potential land acquisitions for the substations and power lines
  - Benefits of power for economic growth
2. Safety
  - Power safety issues and the impact of illegal connections.
3. Security threats
  - The work will only be accomplished if local communities enable and support safe and secure work environments. Projects will stop if there are attacks on the construction workers, or deliberate damage or destruction to the towers, substations, or other power system assets.
4. Commercial basis of power
  - The cost of power. DABS requires revenue to provide reliable power; users must pay the real and fair cost of power or their power will be cut off.
  - Load-shedding and load-shed management.
5. Two-way communication with DABS
  - How to reach DABS with questions.

### C.3. DETAILED STATEMENT OF WORK

The Contractor must conceptualize, design, test, refine, and conduct a public outreach and awareness campaign on behalf of DABS. The campaign must begin with national surveys of knowledge and attitudes towards DABS' planned construction, electrical power activities, and economic assessment questions. The Contractor must develop messages to reduce security threats and concerns related to these activities. Using this information, the Contractor must then adjust its risk assessment, mediation strategy, and gender strategy and incorporate them into its plan. The Contractor must then create a multi-faceted plan using many media tools available in Afghanistan to make this message clear; including TV, radio, SMS, billboards, fliers, and village-level road shows. Messages must include clear explanations of DABS' project objectives, benefits and timelines of power projects throughout Afghanistan, and must showcase positive customer experience in other parts of Afghanistan. Messages must emphasize that the project is for Afghanistan's future and will only succeed with the support of Afghan citizens. DABS also seeks help to cultivate and spread targeted messages to the South East regions of Afghanistan to prepare those communities which will be affected by the construction of the PTEC transmission line between Kabul and Kandahar and existing lines from Kandahar to Helmand.

The Contractor must successfully implement and manage all aspects of the campaign to include management of any subcontracts, research and polling, analyses of polling results, conducting focus groups, production teams, video screening equipment, and the purchase of advertising space in Afghan print, broadcast and satellite media. The Contractor must report regularly, through the USAID COR, to DABS in writing on agreed work plans (see para C.5.).

#### A. SPECIFIC TASKS

The Contractor must accomplish the following tasks:

##### i. Pre-campaign Poll and Campaign Concept

The Contractor must design and conduct a preliminary public opinion poll prior to the campaign (quantitative research) to establish the knowledge, attitudes and receptiveness of a randomly chosen population (the sample) using a standardized set of questions that have been reviewed and approved by the USAID COR and DABS. The survey must capture attitudes towards and knowledge of DABS, energy, economic growth, and the GIRoA as it pertains to the five key message objectives: What, when, and benefits of power; safety; security; commercial basis of power; and two way communication.

The Contractor must use two annual rounds of national and local public opinion polling to develop a rigorous base of evidence to inform the design of the awareness and outreach campaign, and measure results over time. In addition to capturing attitudes and knowledge, the first pre-campaign poll must also measure the characteristics of local markets to establish economic growth indicators and baseline values for these indicators. Subsequent polling must measure change over time resulting from progress in construction and from the awareness/communication/outreach campaign. Together with polling, the Contractor must use the “atmospherics” method of indirect questioning and observations of public discourse in target areas to inform risk assessment and mitigation strategy, and the gender strategy that the Contractor must develop at the start of the campaign.

Pre-campaign poll: The Contractor must use the pre-campaign poll (3,000 respondents) and analysis of the collected perception data to design a campaign concept for review and approval by USAID and DABS. The Contractor must design a poll questionnaire which will identify the key characteristics that differentiate target audiences for the awareness/outreach campaign. The Contractor must use the target audience analysis to determine which messages and media will be most effective for securing the local buy-in and managing expectations surrounding power. The Contractor must develop the resulting campaign concept and strategy into a detailed plan for the production and delivery of the proper messages through the appropriate media for each defined target audience. In coordination with the USAID COR and DABS, the Contractor must establish the most appropriate campaign message, tag lines, and additional language that will best accomplish the objectives of the public outreach awareness campaign.

Based on the pre-campaign poll, the Contractor must create a risk assessment and mitigation strategy, a gender strategy and incorporate these components into a campaign concept for review and approval. The risk assessment and mitigation strategy must ensure that the right messages are delivered through the proper media so that the campaign reaches each target audience, and enhances the security for the PTEC and all DABS’ energy projects by influencing local communities to support the project. The gender strategy must ensure that female target audiences are effectively reached by the campaign on key points of female influence for building support for electrification. The Contractor must also use the poll to assess the local market for electricity and measure a set of baseline economic indicators that should be affected by electrification. The poll will capture the local availability of electricity, sources, hours per day, the price paid, and common use of electricity, among other key indicators. The poll must also measure economic growth indicators such as individual and business incomes, production volumes,

employment, ownership of appliances and electronics, and overall perceptions of economic progress, among others.

ii. Production of Campaign Material

The Contractor must design a multi-track communications and outreach strategy that will focus on:

- a. Increased understanding of the Afghan Energy Master Plan and all DABS' energy projects, including the new PTEC project. The benefits, challenges, timelines, processes and needs for community support for current and existing projects will be the focus;
- b. Power safety issues including the short-term hazards and long-term negative impacts of illegal connections;
- c. Mutual needs of the security and safety of project implementation;
- d. Revenue collection and its importance for the sustainability of power plants in Afghanistan, and
- e. How to communicate effectively with DABS regarding any questions and complaints.

Based on the results of pre-campaign (Task i above) and the USAID COR's approval of the final concept and media mix, the Contractor must develop a final work plan for the production of campaign materials and their placement. The Contractor must produce all campaign material to the highest technical standards and must present to the USAID COR and DABS for approval before distribution. The Contractor must translate all products into Dari, Pashto, and English (where appropriate, English subtitles or scripts are sufficient).

The media selected for use must include the combination of the following elements which will best achieve the objective of the campaign based on varied levels of literacy and access to technology and media in the targeted areas. Each task must relate to at least one of the campaign objectives.

- Documentaries (one 15 minute and one 5 minute): to be aired on national TV and screened in different villages at various venues (i.e. projected on a screen in 50 villages, schools, public events meetings/events) about one month prior to the commencement of power line construction in eastern Afghanistan and continuing down the line of future construction, and as soon as possible in the Kajaki/Helmand provinces. The 15 minute documentary is to be an Afghanistan power sector overview including Kajaki, the 5 minute documentary to focus specifically on Kajaki dam. The Contractor must have equipment for screening the power overview documentary at each of the 50 village locations, and both documentaries in Helmand and Kandahar. The Contractor, with a local DABS' employee and potentially a local government official, must first meet with and brief community elders, seek their input, and involve them in the presentation of the films and Q&A with the community. The Contractor must leave behind information on DABS' hotline and pamphlets, to include an overview on power in Afghanistan and history, progress, and future of the power sector.
- Video spots: (Ten one- minute) videos to be used for commercials, websites, and TV in creative ways using key messages from the campaign. For example, depicting life as a day laborer on construction site, impact of receiving power on an individual and families, positive effect on businesses, how to pay bills, the effect of power on schools, safety (with street lights), etc.

- Radio dramas: (Ten one- minute) radio dramas to include key messages and themes of the campaign. Provide TV and Radio clips for awareness using proper methods, on timely payments, economization in power consumption, maintenance of power installations, avoidance of power misuse and other relevant issues
- Other Media:
  - Brochures providing clear timelines and the DABS' hotline/SMS number for questions.
  - Safety booklets—for distribution in schools, and other community centers and public places.
  - Provide materials for advertisements, design of captions for DABS' headquarters as well as provincial power units, substations, junctions, and other DABS' installations.
- SMS: Create and execute SMS' public outreach campaigns, SMS' quarterly attitude surveys, two contests per year.
- Billboard Campaign: Create a billboard campaign.
- Draft press releases as events arise.
  - Photos, videos, and stories of major events, photos of every event and a brief write up.
- Provide draft responses to customer complaints through Afghan mass media as required.

iii. Outreach Strategy/Execution of Campaign

Based on the results of task (i) and designs subsequently accomplished under task (ii), the Contractor must present to the COR for his/her approval a final strategy for media. This strategy must include a mix of the following elements that will best achieve the objectives of the program.

- Create a risk mitigation strategy
- Create a Gender strategy on plans to target and message to women. Addressing women's issues (gender) must be as a crosscutting theme across the different activities and objectives of the campaign, which will include proper research and analysis of the issues followed by targeted women-focused communication and outreach activities.
- Execute a road show to 50 villages-within 10km radius of construction down the NEPS-SEPS' connector line and throughout the SEPS' system from Kandahar to Kajaki Dam and Lash Kar Gah. Discuss with village elders. There will be a total of 70 showings - one showing in each village (50) and 20 additional showings for women and children in 20 villages (selected from those 50 villages). Activities for the road show may include: project movie on a screen for villagers to watch, show video at schools, women's Shuras to share and discuss the information, etc. After the outreach activities, the Contractor must hold a Shura information session with local DABS' officials, local GIROA leaders, and the National Environmental Protection Agency (NEPA). Moderate a question and answer session. Report on effectiveness and adapt as needed.
- Organize Shuras with DABS' officials, GIROA, NEPA, construction workers, village elders, and influential local business people. To correlate with the documentary screening.

- Broadcast DABS' spots on major Afghan television stations (up to one minute each) over a two-week period, quarterly.
- Broadcast DABS' spots on major Afghan radio stations (up to one minute each) over a two-week period, quarterly.
- Execute SMS campaign: 2 contests and public service announcements. The Contractor must send 50,000 SMSs every month to target provinces..
- Place print ads in major Afghan newspapers, magazines, over one month period, quarterly. The Contractor must provide DABS with electronic artwork to use on DABS/USAID website and publications.
- Raise public awareness through posters and billboards placed at strategically important meeting places.
- Conduct outreach targeting school children and their teachers, personnel and patients at health clinics village elders, mullahs and other local decision makers and opinion shapers. Target the major universities in Kabul, have a showing of the documentary and Q&A afterward at a minimum of 5 major Afghan universities.
- Provide information to local labor groups/pools regarding job for hire programs, if applicable.
- Organize 5 large meetings in Kabul and in the field (as agreed with DABS and the USAID COR) bringing in 20-30 local leaders from regions each time for briefs on power in their area, provide lunch and location logistics. Assist in planning and organizing a large program kick-off event in Kabul hosted by DABS with major stakeholders invited.

The Contractor must not proceed with any advertising or inclusion of such material in any public outreach awareness campaign effort without the prior written approval of the USAID COR and DABS. All ad copies must include a Dari, Pashto and English translation.

iv. Post-Campaign Poll

The Contractor must conduct post-campaign public opinion polls at the end of year one to establish the effectiveness of the public outreach awareness campaign conducted by the Contractor. The post-campaign poll (3,000 respondents) must replicate the sampling design from the pre-campaign poll to measure the results of the campaign on the target population, and the different target audiences within that population. The questionnaire for the post-campaign poll will be largely the same as the pre-campaign poll. Comparing the pre- and post-campaign statistics will provide an important measure of the outcomes of the campaign. The Contractor must analyze any change observed in the economic indicators measured by the polls to evaluate whether the change was caused by the DABS campaign. In addition, the post-campaign poll must also include new questions that will specifically measure the reception and effectiveness of the different messages delivered by the campaign. The Contractor must use statistical modeling to analyze whether the receipt of specific messages had a statistically significant effect on changing perceptions of DABS, electric power, support for PTEC and DABS' energy projects construction works, and support for the installation and sustainability for the entire NEPS- SEPS transmission system.

The Contractor must submit a comprehensive analysis of the results of this polling and the effectiveness of the campaign. The Contractor must submit this report in accordance with the Deliverables Schedule and must provide lessons-learned and recommendations as to how to redirect or amend follow-on campaigns. The results of the research and all related analyses will be restricted to DABS and USAID only.

## B. METHODOLOGY

1. The Contractor must conduct two annual rounds of quantitative perception polling and analysis of Afghan opinion about electrical power, DABS, and local economic situation. All research must use Equal Probability of Selection Method (EPSOM) samples or samples that rely on Probability Proportionate to Size (PPS) and must accurately reflect the demographic profile of the Afghan population in terms of geographic dispersal, gender, age and socio-economic indicators. Both pre- and post-campaign polls will draw representative samples of the Afghan population, including the communities in the southeast regions of Afghanistan that will be affected by the construction of the NEPS-SEPS transmission line between Kabul and Kandahar, and existing lines from Kandahar to Helmand. 3,000 respondents will be interviewed in each poll to yield a margin of +/- 1.79 percent associated with the survey statistics' representativeness of the perceptions of the population at the 95 percent confidence level. The exact locations and demographic composition of the target population will be determined in consultation with DABS and USAID. The poll will use a Probability Proportionate to Size (PPS) sampling design based on the best available estimates of district populations. This means that the likelihood of selecting an individual respondent will be proportionate to the relative share of the target population that lives in each district included in the poll.

The population sample will be stratified by distance from the energy infrastructure (current and future) to ensure that the poll provides a detailed picture of the population that lives nearest to the infrastructure, and is thus the most important for ensuring its security. This stratification schema will involve using Geographic Information Systems (GIS) software to complete a "buffer zone" analysis of which settlements fall within 50 kilometers of the infrastructure. Forty percent of the rural respondents in the poll will be selected from settlements located within the buffer zone, and the rest will be selected from settlements outside the buffer zone. This form of stratified sampling will ensure that the poll provides a statistically valid representation of the target population as a whole, and a detailed knowledge of the communities closest to the infrastructure to inform targeted messaging.

The Contractor must also collect atmospheric data to gain situational awareness in the unstable districts affected by energy projects. The Contractor must use locally based reporters to assess key aspects of the local situation. Atmospheric reporters will "take the pulse" of the district by asking indirect questions, and listening for key pieces of sensitive information that local people who may oppose the Afghan government are unlikely to share with pollsters because surveys are associated with the government and international organizations. The atmospheric data will be used to provide an independent check on the quantitative data collected by polling to inform the baseline analysis for the design of the outreach/awareness campaign, security risk assessment and mitigation strategy, gender strategy, and the post-campaign evaluation of results.

2. The Contractor must use the pre-campaign poll (3,000 respondents) and analysis of the collected perceptions data to determine the target audiences and to design a campaign concept for review and approval by USAID and DABS. The Contractor must design the poll questionnaire to identify the key characteristics that differentiate target audiences for the communications campaign. The Contractor must use this target audience analysis to determine which messages and media will be most effective for securing the local buy-in and managing expectations surrounding power. The

Contractor must develop the resulting campaign concept and strategy into a detailed plan for the production and delivery of the proper messages through the appropriate media for each defined target audience.

3. Define and obtain the USAID COR and DABS' approval of messaging that will most effectively inform the Afghan public of upcoming energy projects funded by USAID and/or Asian Development Bank. The message must be in relevant local languages (to include Dari and Pashto) that can be translated into English or an appropriate combination of foreign languages spoken in Afghanistan to successfully communicate this theme to the target audience and location. The message must effectively inform the Afghan public of the future of energy, costs, and their role in the process. Based on this research and on its previous experience in the marketing field, the Contractor, in close consultation with USAID and DABS officials, must identify which message(s) is (are) most effective and appropriate and during which period of time of dissemination will best achieve this objective. For this campaign, the Contractor must divide the themes and messages of all proposed products into two main tracks, which will include 1) Motivational Track to encourage ownership and support for PTEC and all DABS' energy projects; and 2) Informational Track to provide accurate and contextual information about the different aspects of PTEC, the NEPS/SEPS transmission lines, and all DABS energy projects.

	<b>Purpose</b>	<b>Application</b>
1.	<b>Increase understanding of what, when, how and the benefits of power plans in Afghanistan (Informational Track)</b> <ul style="list-style-type: none"> <li>• Timelines for construction and power delivery</li> <li>• Potential land acquisitions for the substations and power lines</li> <li>• Benefits of power for economic growth</li> </ul>	<u>Tools:</u> Pamphlets, booklets, information packets, print advertisements (generic + gender specific), billboards. <u>Rationale:</u> <i>Repetition, mobility, visual appeal, retention, brand recognition</i>
2.	<b>Safety (Informational Track)</b> • Power safety issues and the impact of illegal connections	<u>Tools:</u> TV and radio spots, pamphlets (generic + gender specific), booklets (generic + gender specific), student focused booklets to be distributed at universities, Public Service Announcements (PSAs). <u>Rationale:</u> <i>A series of safety messages and scenarios to be contextually implemented using brand ambassadors across all the media produced. This would help in message retention. Repetition and visual appeal will enhance brand recognition.</i>
3.	<b>Security Threats (Motivational Track)</b> • The work will only be accomplished if local communities enable and support safe and secure work environments. Projects will stop if there are attacks on the construction workers, or deliberate damage or destruction to the towers, substations, or other power system assets.	<u>Tools:</u> A series of TV and radio spots to develop social capital around the concept of energy ownership. Include student-focused booklets to be distributed at universities – include hotline information, pamphlets. <u>Rationale:</u> <i>Repetition and local visual appeal would create ownership. Students would interact and initiate dialogue</i>
4.	<b>Commercial basis of power (Motivational Track)</b> • The cost of power. DABS requires revenue to provide reliable power; users must pay the real and fair cost of power or their	<u>Tools:</u> Use brand multipliers and ambassadors in pamphlets to create narratives around the cost of power generation, billboards. <u>Rationale:</u> <i>Distribution of pamphlets during peripatetic &amp;</i>

	power will be cut off • Load-shedding and load-shed management	<i>detached outreach would reinforce messaging</i>
5.	<b>Two-way communication with DABS (Motivational Track)</b> • How to reach DABS with questions	<u>Tools:</u> SMS campaign, pamphlets. Incorporate in booklet, include in DABS documentary. <u>Rationale:</u> <i>Accessibility will keep stakeholders engaged.</i>

For the Motivational Track, the Contractor must craft a communication strategy which will help instill a sense of ownership in the hearts and minds of the target audience. The campaign will help audiences associate and empathize with the main protagonists, thus helping them to embrace and support it as their own. The campaign slogan must be determined in consultation with the USAID and DABS. The Contractor must create a brand ambassador for the campaign to be representative of all groups of Afghan society. The brand ambassador and his family will form the set of characters, enabling audiences to relate with different sections of society and their problems. At the same time, the Contractor must create antagonists to the brand ambassador, to be tackled by the campaign protagonist throughout the campaign storyline. It will be the story of an average Afghan and his/her family. He/she can be a teacher in Wardak province, a shopkeeper in Muqur or a farmer in Helmand province. The Contractor must treat its brand ambassadors in a way that allows the organization to bring forth key causes and messages of the campaign in a positive manner. The Contractor may use the same protagonist in all different forms of its media engagement including radio, TV, print, events etc. to ensure that the messages have a lasting effect through character and brand recognition. The characteristics of the characters will be customized in each of the targeted areas based on specific needs of each area. This unit will consist of the conventional Afghan family that would typically inhabit rural regions around the sub-stations and other population centers in close proximity. The backstory will be a narrative surrounding this family’s exemplary values that strike a balance between gender equality, education, social values and evolution. The approach for the informational track is to ensure that information regarding PTEC and all DABS energy plans are provided and disseminated in a complete, contextual and easy-to-understand form. It is also very important that the campaign inform the Afghan population about the Afghan Energy Master Plan and its significance for the whole nation. The information through the different products will need to:

- a) Be complete with accurate information, including a risk analysis;
- b) Be contextual so that the audiences can relate to the plans, the achievements and challenges;
- c) Be easy-to-understand bearing in mind the level of literacy, access to general knowledge and other limitations.

This strategy will also place emphasis on emotional truths over empirical facts, which has been found to be more powerful amongst Afghan audiences. While statistical facts will be incorporated into the campaign, they will play a supporting role to the personal stories recounted, focusing on outcomes rather than development, stabilization and transition processes. Women are one of the most important beneficiary groups of the DABS’ energy projects and therefore one of the most critical target audience groups for the public awareness campaign. Electricity in a household can be a significant help in decreasing the difficulties Afghan women face in their households. By targeting women and helping them realize that energy projects can make a positive difference in the wellbeing of their families, they can become one of the main message multipliers in their families and communities. As part of the pre and post campaign polls, the Contractor must collect specific data about women’s issues and needs related to energy projects and must conduct analyses of their impact on women. Based on the findings of the research, the Contractor’s project management team must establish specific objectives, make recommendations for how to address those objectives, and regularly monitor progress.

Based on these objectives, the Contractor must ensure that all the products of the public awareness campaign are designed and produced in a manner that considers gender sensitivities and carries specific messages that:

- a. Encourages women's participation in specific energy plans in a culturally sensitive manner; and
  - b. Ensures that women become one of the message multiplier groups in the campaign.
4. Prepare, conduct and analyze the results of focus group sessions to refine the message to achieve maximum impact among the target population.
  5. To kick off the campaign, assist in planning and organizing a large event in Kabul hosted by DABS with all major stakeholders invited.
  6. Prepare the graphic design for advertisements and other print and broadcast materials related to the public awareness campaign.
  7. Create effective public service announcements for Afghan print, SMS, radio and television ads explaining DABS' assistance projects in Afghanistan.
  8. Purchase advertising space in Afghan print, broadcast and satellite media at most favorable rate.
  9. Provide the services of a production company to assist with the production of DABS' video and radio public service announcements. The production company must be prepared to travel throughout Afghanistan to specific villages along the construction and Kajaki Dam project sites for filming purposes. All video must be produced to the highest technical and professional standards.
  10. The Contractor must produce a b-roll of selected projects and provide DABS a Betacam dub and a DVD dub displaying time code (windowdub).
  11. The Contractor must provide 5 DVD copies of final video/audio products in the languages specified by DABS (2 Dari, 2 Pashto, 1 English).
  12. The Contractor must ensure that all activities are executed with a high priority placed on the safety and security of DABS and the USAID staff, implementing partners, and beneficiaries.
  13. The Contractor must include local individuals from villages as much as possible, to include in particular women.
  14. Engagement with Religious Leaders:
    - Contractor should reach out to "persons of influence" at community events, which may include religious leaders. Religious leaders should not be targeted based on their theological or political views.
    - Contractor should not provide written materials or other media for distribution at places of worship or religious events.
    - Contractor should not prepare "sermon notes" for distribution to religious leaders or suggest ways in which information provided could be messaged as part of a religious service. Religious leaders remain free to use the contractor's message as they deem appropriate.

- DABS may choose to engage with religious leaders in other ways independent of this project and not utilizing USAID funding.

15. Engagement with Military:

- During community events, the Contractor may provide messaging to members of the Afghan military in their capacity as community stakeholders.
- Messaging at community events should always be civilian in nature and not modified due to participation by members of the Afghan military.
- In order to strengthen host country ownership of this activity through DABS, USAID representatives will not engage directly with the Afghan military in the course of this activity.
- U.S. or Afghan military may invite a DABS representative to Civilian-Military conferences to speak about the project. The contractor may only provide assistance at these conferences if the (a) primary purpose of the conference is civilian, (b) the conference is geared primarily towards civilians and the (c) majority of participants are civilians.
- In no cases may the contractor fund the costs of Afghan military to attend a conference.

C.4. CONTRACT DELIVERABLES SCHEDULE

Below are the contract deliverables including the required reports the Contractor must deliver to the USAID COR in order to receive payment. The Contractor must not commence work on any and each sequential activity without the written concurrence of the USAID COR. Within the first five days of contract award, the Contractor and the Contracting Officer’s Representative (COR) will determine the individual deliverables for which the Contractor must seek prior written consent and the other deliverables for which other forms of consent will be acceptable.

To establish the due dates for following deliverables, the Contractor must submit a final work plan for the COR approval which will include the due dates for all deliverables. The Contractor must submit the final work plan within ten calendar days of contract award. After receipt of the final work plan, the contract will be modified to include exact due dates for all deliverables. No payments may be processed until the final deliverable dates are finalized and included in the contract.

The Contractor must deliver the following deliverables for Base Year one (1)

CLIN	Deliverable	Due Date
001	<b>Pre-Campaign Poll and Campaign Concept Report</b>	
001a	Draft polling materials for COR and DABS’ review/approval	
001b	Draft poll report for COR/DABS’ review/comments	
001c	Draft Risk Assessment and Mitigation strategy based on poll	
001d	Draft Gender strategy based on poll	
001e	Draft Campaign concept report for COR/DABS’ review/comments	
001f	Final pre-campaign poll and concept report	65 days after contract award
002	<b>Campaign Materials (to each be translated into English, Dari and Pashto):</b>	90 days after contract award
002a	Production of a 15-minute energy overview documentary in	

	Dari and Pashto, English subtitle version.	
002b	Production of a 5 minute Kajaki Dam specific video describing history, present, future operations. The Contractor will also create whiteboard stop animation for informational material to make it captivating for audiences.	
002c	Production of 10 different DABS spots for television (one minute each).	
002d	Production of 10 different DABS spots for radio dramas/commercials (up to one minute each).	
002e	Design of minimum of 10 advertising designs, to be formatted for newspaper ads, magazine ads, billboards (3 designs for newspaper, 3 designs for magazine ads and 4 for billboards)	
002f	Design of 2 types of pamphlets: Power information and power safety. Each created in two versions: for literate adults, and an illiterate or children version. Energy information and safety 10-page booklets for distribution to universities, schools, market places, popular picnic areas, municipal buildings, main bus terminals and stops, wedding halls, etc.etc.	
002g	Copies of Products: Production of electronic art work, in DVD copies of final video/audio products with English subtitles – 5 copies	
002h	Production of information packets for key stakeholders and speakers along the NEPS-SEPS' connector line and Kajaki Dam lines and pamphlets to leave behind for road show (see 003a for further information). Packets specialized with regional specific information inserts. In English, Dari, Pashto. Print 500 of each in Pashto and Dari, 25 copies in English. Informational packets are A5 notepad, brochure, ball-pen and A4 folder.	
002i	Draft of SMS' campaign for the year. Including production of 1-2 public awareness messages per month for dissemination via SMS.	
002j	Design of two SMS' contests in the year (e.g. prize is one month free power). Liaise with cell phone providers for implementation.	
002k	Monthly update newsletter providing visual updates on construction of energy infrastructure, extent of power generation, and availability/reach of electrical power grids. 50 Dari, 10 Pashto, electronically in English. To be distributed to key stakeholders.	
003	<b>Outreach Strategy/Execution of Campaign</b>	To start 95 days after contract award up to 60 days before contract end date
003a	Information road show to villages that lie along the DABS construction line and within 10 km of Kajaki dam energy lines, including documentary showings, shuras, and Q&A sessions specifically designed to generate discussion with and among village people about DABS job opportunities, construction timelines, etc. The road show should also serve to manage	

	expectations and build support for DABS. 20 mobile cinema shows will target women and schools. To stop in at least 50 population centers down the NEPS-SEPS transmission line and around Kajaki dam. To execute 70 showings: 50 for men in 50 population centers, plus 20 showings for women and children in 20 villages selected from the above mentioned 50 population centers. Outreach plans for children, schools, and teachers.	
003b	Broadcasting of DABS spots for television (documentary shown at least eight times per year on major TV stations in primetime) TV spots for 2 week period per quarter.	
003c	Broadcasting of DABS spots for national and local radio (up to one minute each) for two weeks at a time, on a quarterly basis for the period of the contract. (14 days x 4)	
003d	Organize 5 meetings in Kabul or in the field to bring in 20-30 stakeholders and decision makers in the field to brief on updates and provide regionally specific information.	
003e	Execute SMS campaign: 2 contests and public service announcements. A total of 50,000 SMSs every month will be sent to target provinces.	
003f	Placement of major newspaper and magazine ads over a month period, quarterly, for the duration of the contract. The Contractor must provide DABS with electronic artwork to use on DABS website and publications.	
003g	Extensive billboard campaign with a variety of messaging in major centers and throughout the duration of the project.	
003h	Outreaches conducted for schools. Target the major universities in Kabul and other big cities, have a showing of the documentary and Q&A afterward at a minimum of 5 major Afghan universities.	
003i	Printing of materials: Information packets for roadshow, pamphlets (information, safety), and monthly newsletter. 500 in Dari, 1,000 Pashto, 25 English, and a version of 1,000 for illiterate Afghans and children.	
003j	Reserved	
003k	One contractor staff located in DABS PR office for coordination etc.,	FEB 1 2014 thru JAN 31 2015
004	<b>Post-Campaign Poll Report</b>	
004a	Draft polling materials for COR and DABS' review/approval	
004b	Draft report for COR and DABS' review and comments	
004c	Final Draft of Report	7 days before contract end date

### Option Year 2

The Contractor must deliver the following deliverables for Option Year 2:

Deliverables for Option period (Year 2) will largely be the same as Base year deliverables subject to appropriate modifications to reflect Base year accomplishments and outcomes. The option deliverables will not include Pre-campaign poll or an extensive information road show. The due dates will be

established prior to exercise of the option year and will be included in the contract modification, if the option year is exercised.

<b>CLIN</b>	<b>Deliverable</b>	<b>Due Date</b>
001	<b>Campaign Concept Report</b>	Year 2: 30 days after option exercised
001a	Draft Risk Assessment and Mitigation strategy based on year one post-campaign poll	
001b	Draft Gender strategy	
001c	Draft Campaign concept Report for COR/DABS' review/comments	
001d	Final campaign concept report	
002	<b>Campaign Materials (to each be translated into English, Dari and Pashto):</b>	60 days after option period begins
002a	Production of 10 different DABS spots for television (one minute each).	
002b	Production of 15 different DABS spots for radio dramas/commercials (up to one minute each).	
002c	Design of minimum of 10 advertising designs, to be formatted for newspaper ads, magazine ads, billboards.	
002d	Copies of Products: Production of electronic art work, Beta cam b-roll, DVD Window dub and DVD copies of final video/audio products with English subtitles – 5 copies	
002e	Draft of SMS campaign for the year. Including production of 1-2 public awareness messages per month for dissemination via SMS	
002f	Design of two SMS contests in the year (e.g. prize is one month free power). Liaise with cell phone providers for implementation.	
002g	Monthly update newsletter providing visual updates on construction of energy infrastructure, extent of power generation, and availability/reach of electrical power grids. 50 Dari, 10 Pashto, electronically in English. To be distributed within GIRoA ministries and to key stakeholders.	
003	<b>Outreach Strategy/Execution of Campaign</b>	To start 95 days after option period begins up to 60 days before contract end date
003a	Broadcasting of DABS' spots for television (documentary shown at least eight times per year on major TV stations in primetime) TV spots for 2 week period per quarter.	
003b	Broadcasting of DABS' spots for national and local radio (up to one minute each) for the whole year.	
003c	Organize 5 meetings in Kabul or in the field to bring in 20-30	

	stakeholders and decision makers in the field to brief on updates and provide regionally specific information.	
003d	Execute SMS campaign: 2 contests and public service announcements.	
003e	Placement of major newspaper and magazine ads over a month period, quarterly, for the duration of the contract. The Contractor shall provide DABS with electronic artwork to use on DABS website and publications.	
003f	Extensive billboard campaign, not to exceed 200,000 USD with a variety of messaging in major centers and throughout the duration of the project.	
003g	Outreaches conducted for schools. Target the major universities in Kabul and other big cities, have a showing of the documentary, or follow up on progress and Q&A afterward at a minimum of 5 major Afghan universities. Also to include at least 20 secondary schools and 20 elementary schools.	
003h	Printing of materials: Information packets, pamphlets (information, safety), and monthly newsletter.	
003i	Reserved	
003j	One contractor staff located in DABS PR office for coordination.	Duration of the Option Period
004	<b>Post-Campaign Poll Report</b>	
004a	Draft polling materials for COR and DABS' review/approval	
004b	Draft report for COR and DABS' review and comments	7 days before campaign end date
004c	Final Report	

#### C.5. BRANDING, IMPLEMENTATION PLAN AND MARKING PLAN

It is of strategic importance to build the DABS' brand in this campaign. To keep the messaging clear, the Contractor must not brand USAID in public outreach materials. By not branding USAID, it will help strengthen association of GIRA providing Afghan electrical services. It may also protect construction activities, as both the NEPS/SEPS' connector line and the Kajaki dam are in kinetic areas in the southern Afghanistan.

#### C.6 KEY PERSONNEL

A. The key personnel positions for which the Contractor must furnish personnel for the performance of this contract are as follows:

- a) Country Director/Project Manager
- b) DABS' Liaison/Coordinator

B. The Key Personnel proposed by the Contractor in its proposal offer which was accepted by USAID through award of this contract and are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor must immediately notify both the Contracting Officer and the USAID COR reasonably in advance (at least 30 days) and must submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the

impact on the program. The Contractor must make no replacement of personnel without the prior written consent of the Contracting Officer.

**SECTION D: CONTRACT CLAUSES – COMMERCIAL ITEMS**

**D.1 ADS 302.3.5.17 LIMITATION ON SUBCONTRACTING TO NON-LOCAL ENTITIES (MAY 2012)**

(a) Applicability. This clause applies to i) contracts that have been awarded to those local entities under the authority of and as defined in Section 7077 of Public Law 112-74, the Consolidated Appropriations Act, 2012 (P.L. 112-74), also known as "Local Competition Authority" and ii) contracts awarded to local entities (as defined in in Section 7077 of Public Law 112-74) under the authority at AIDAR 706.302-70.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract for—

(1) Services (except construction), at least 50 percent of the cost of contract performance incurred for personnel must be expended for employees of the prime/local entity.

(2) Supplies (other than procurement from a non-manufacturer of such supplies), the prime/ local entity concern must perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction, the prime/ local entity concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors, the concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(c) By submission of an offer and execution of a contract, the Offeror/Contractor represents that it is an individual, a corporation, a nonprofit organization, or another body of persons that—

(1) is legally organized under the laws of;

(2) has as its principal place of business or operations in; and

(3) either is--

- (A) majority owned by individuals who are citizens or lawful permanent residents of; or
- (B) managed by a governing body the majority of whom are citizens or lawful permanent residents of; a country in which this contract will be primarily performed.

(d) For purposes of this clause, 'majority owned' and 'managed by' include, without limitation, beneficiary interests and the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the organization's managers or a majority of the organization's governing body by any means.

**D.2 FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (SEP 2013)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may

seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated **in full text in attachment 1**.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an electronic invoice to [Kabulaidevouchers@state.gov](mailto:Kabulaidevouchers@state.gov). An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

- (A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected contract line item or subline item, if applicable; and
- (D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable **Government of Afghanistan** taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. **Not Applicable**

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(End of clause)

D.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (NOV 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract **in full text in attachment I to this contract**, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
- (2) 52.233-3 Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).
- 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*None*

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially

terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

- 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

D.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

D.5 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

## D.6 VETTING

[USAID/Afghanistan Mission Order 201-05; OAA-IP-2013-07, dated July 23, 2013]

1. Applicability: Subject to below, vetting is conducted by USAID in connection with its review and approval of proposed USAID Awards and Sub-awards for the following:

- a) Contractors and subcontractors: Any proposed non-U.S. recipient of an Award of a USAID contract, subcontract, or any instrument acting as the same in excess of \$25,000 at any tier. This includes USAID-awarded contracts, prime contractor-awarded subcontracts and contracts awarded by grantees and recipients of cooperative agreements. For the avoidance of doubt, this Mission Order applies to all Sub-awardees of Awards for Private Security Services, regardless of award value and regardless of tier.
- b) Recipients of assistance instruments: Any proposed non-U.S. recipient of an Award of a grant, cooperative agreement, sub-grant, or any instrument acting as the same in excess of \$25,000. This includes USAID-awarded grants and cooperative agreements, prime contractor-awarded grants under contracts (GUCs) and sub-grants under grants or cooperative agreements, regardless of tier.
- c) On-budget assistance: USAID reserves the right to conduct vetting in connection with any on-budget assistance, including any Sub-awards under such on-budget assistance, to the same extent as provided as under this Mission Order.
- d) Exceptions: Except as provided in Section I.e. below, the vetting procedures set forth herein do not apply to:
  - i) Ultimate beneficiaries of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans and shelter;
  - ii) Providers of water and electricity (which currently is DABS) for USAID's or USAID Awardee's own use in the ordinary course of business; and
  - iii) APPF, as the sole provider of pay-for-service security requirements mandated under Presidential Decree 62.

For purposes of these vetting procedures, "ultimate beneficiaries" mean individuals or entities that benefit from assistance indirectly. Vetting is required when cash or in-kind assistance is provided directly to one or more specifically identified persons or entities. For example, vetting generally would be required for a hospital that will receive pharmaceuticals, a company whose manufacturing equipment will be repaired or replaced, or an NGO whose recreational facilities will be renovated. Vetting is not required, however, for patients of the hospital, customers of the manufacturer, or users of the recreational facilities.

- e) e. Other situations: Even if vetting would not otherwise be required under these rules, vetting will be conducted whenever USAID has reason to believe that the Awardee or Sub-awardee could be a Prohibited Party. USAID may also conduct vetting pursuant to any internal or external audits. See Section 7, Risk-Based Vetting, below.

### 2. Further Rules on Applicability:

- a. Vetting Threshold: The \$25,000 threshold applies to all Awards, Sub-awards, and their amendments. If an amendment, modification, or additional order would increase the amount of an Award or Sub-award above \$25,000, vetting shall be required. The threshold is cumulative for multiple awards, i.e., if the amount under an Award to an Awardee would, if taken together with all other Awards previously awarded to the Awardee, cause the total amount awarded to the Awardee to exceed the \$25,000 threshold, vetting should be requested. Additionally, all Awards for Private Security Services, including PSCs and RMCs whose employees are authorized to carry firearms, are subject to vetting regardless of the Award amount.

- b. **Government Officials:** Government officials, including parliamentarians and national, provincial, district and municipal officials, to the extent they serve as Key Individuals, or perform functions substantially similar to those performed by a Key Individual, in connection with a USAID-funded project, are subject to vetting to the same extent as other USAID Awardees. Vetting results will be taken into consideration, to the extent relevant, in the context of the applicable ministry assessment conducted in connection with on-budget assistance.
- c. **Parastatals:** USAID reserves the right to conduct vetting in accordance with the procedures set forth herein on any Awardee that is a Parastatal.
- d. **PIOs:** Although PIOs are not themselves subject to vetting, parties to whom PIOs make Awards or otherwise provide assistance are subject to vetting by USAID in accordance with these rules.
- e. **Parastatal and Government Sub-awardees:** USAID reserves the right to conduct vetting on non-U.S. recipients of Sub-awards under Parastatal or government activities or programs funded by USAID in accordance with the procedures set forth herein.
- f. **Educational Institutions:** Vetting applies to colleges, universities and other educational institutions to the same extent as other types of organizations.
- g. **Branches and subsidiaries:** A branch of an organization is the same corporate legal entity as the organization itself. As such, if a branch is a potential Awardee, the entire organization must be vetted as well. If an organization has been previously vetted, whether subsequent vetting will be required for each of its branches that applies for assistance will be decided by the VSU on a case-by-case basis. This decision will depend largely on the extent to which the organization's headquarters oversees and controls the activities of the branches.

A subsidiary, on the other hand, is a separate corporate legal entity from its parent and other affiliates. Vetting will not be conducted on the parent or affiliates of a subsidiary that is a potential Awardee unless the parent or affiliate itself is a potential Awardee.

- h. **Inter-Agency Transfers:** For Awards under interagency agreements pursuant to Section 632(a) or (b) of the Foreign Assistance Act of 1961, as amended, it will be incumbent upon the recipient agency to implement appropriate review procedures to ensure compliance with E.O. 13224 and related requirements.

3. **Vetting of "Key Individuals":** Whenever an entity must be vetted, each of its "Key Individuals" who are not U.S. citizens or permanent legal residents must also be vetted. A

"Key Individual" means:

- a. Any person who exercises effective control of the organization ;
- b. A principal officer of the organization's governing body (e.g., chairman, vice chairman, treasurer or secretary of the board of directors or board of trustees);
- c. The principal officer and deputy principal officer of the organization (e.g., executive director, deputy director, president or vice president);
- d. The program manager or chief of party for the USAID-financed program;
- e. Any person receiving significant commissions (defined as a sum, either fixed or a set percentage of the value involved, paid to an agent or person acting in a similar role in the activity involved) or similar earnings from the Award in an amount exceeding the Vetting Threshold; and
- f. Any other person with significant responsibilities for administration of USAID-financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (a)-(e) . For Private Security Services, this would include leadership roles down to the level of field commanders).

Note that the definition of "Key Individuals" differs from the definition of "key personnel" under a contract, grant or cooperative agreement.

Vetting will not be conducted on non-U.S. Key Individuals working for a U.S. Awardee. However, USA ID reserves the right to conduct vetting on such Key Individuals whenever USAID has reason to believe that such individuals could be a Prohibited Party.

**4. Obtaining Data Needed for Review:**

- a. As specified in the solicitation, entities applying directly to USA ID for Awards exceeding the Vetting Threshold will submit the Information Form to the VSU (Kabul\_usaid\_vsu@state.gov) at the same time they submit their proposal or application.
- b. Prime Awardees will be responsible for completing, signing and submitting the Information Form to the VSU (Kabul\_usaid\_vsu@state.gov) for each proposed Sub-award exceeding the Vetting Threshold. The prime Awardee is considered the vetting requester and is responsible for taking reasonable steps (in accordance with sound business practices) to verify the information contained in the Information Form.
- c. Along with each Information Form, the prime Awardee is required to submit the following supporting documentation:
  - i) 1. Copies of applicable, currently valid licenses required for the proposed Awardee to do business in Afghanistan. A valid AISA license must be in place for the duration of an Award and Sub-award, including any amendments thereto.
  - ii) 2. Legible copy of a government-issued photo ID for each Key Individual (for Afghans, a tazkera is required). The number on the ID must match the number entered on the Information Form.
  - iii) 3. Copy of a passport for each Key Individual in possession of a passport (Afghans with passports should submit both tazkera and passport). Passport numbers must be recorded on the Information Form.
  - iv) 4. For U.S. citizens or legal permanent residents employed as Key Individuals, passport copies or other proof of U.S. citizenship or legal permanent residence.

**5. Notification of Determination:**

- a. Once an eligibility determination has been made, the VSU will promptly send written notice of the determination to the chief of party or program director of the prime Awardee or, if applicable, to the Sub-awardee being vetted (with a copy to the prime Awardee) with respect to a request pursuant to Section 4(b) above. Notices to outside parties should conform to the language shown in Appendix C. A copy of the eligibility determination will be retained in VSU's files.
- b. Once an ineligibility determination has been made, the cognizant CO or AO is responsible for communicating with the prime Awardee or, if applicable, the Sub-awardee being vetted (with a copy to the prime Awardee), using the appropriate language shown in Appendix C. The VSU will notify appropriate officials in USAID/Washington about such ineligibility determination and will provide the Suspension and Debarment Official with any relevant information.

**6. Duration of Approval:**

- a. Once an Awardee has been deemed eligible and has received an Award, the approval generally will remain in effect for that particular Award for one year. However, new vetting will be required if there is any change in the Awardee's Key Individuals. The Awardee is required to keep USAID apprised of changes in the Key Individuals. In addition, new vetting will be required if there is any substantial change (i.e., location, award amount, time frame) in the award itself. In addition, USAID reserves the right to vet or re-vet any non-U.S. organization or non-U.S. individual awarded or competing for an Award at any time regardless of the previous vetting date.
- b. Vetting approval may be rescinded if USAID obtains information indicating that the Awardee or any of its Key Individuals is found to be a Prohibited Party.
- c. Each Awardee must be vetted for each new Award that exceeds the Vetting Threshold, and at least annually for the duration of an Award.

**7. Risk-Based Vetting:**

The Vetting Threshold sets the minimum threshold to screen potential Awardees. In designing programs, technical or program offices may submit potential Awardees for vetting when the Award is below the Vetting Threshold. Considerations for vetting below the Vetting Threshold include, but are not limited to, the following:

- a. Awards for Private Security Services (mandatory);
- b. Geographic location of the project;
- c. Political significance of the project;
- d. Type of activity being implemented (e.g., certain activities such as security or construction carry a higher risk of encountering a Prohibited Party); and
- e. Other information known formally or informally by the U.S. Government regarding potential Awardees or the risk to the project.

(End of clause)

**D.7 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The Contracting Officer's Representative (COR) for the contract will be designated by the Contracting Officer in a separate designation letter. The COR is responsible for providing technical directions to the Contractor, as defined herein, accepting deliverables, and providing administrative approval for payment.

(End of clause)

**D.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID**

(a) Technical Direction is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.
- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer's Technical Representative" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect

correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

**LIMITATIONS:** The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rates of pay. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and/or schedules shall be made only by the Contracting Officer.

(c) The COR is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In a separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, cost, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor right to any claims for equitable adjustments.

(g) In case of a conflict between this contract and the COR designation letter, the contract prevails.

(End of clause)

## ATTACHMENT I

### I.1 FAR 52.202-1 DEFINITIONS (NOV 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(End of clause)

### I.2 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

“Coercion” means—

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

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

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

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

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

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

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

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

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

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

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

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

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

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

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

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

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

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

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

(6) Suspension or debarment.

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

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

(End of clause)

### I.3 PROTEST AFTER AWARD (AUG 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor 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. Upon receipt of the final decision in the protest, the Contracting Officer 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 of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer 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, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

I.4 FAR 52.233-4, APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

I.5 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)