

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	SOL-306-13-00023	Negotiated RFP		1 of 41

IMPORTANT - THE "OFFER" SECTION ON THE REVERSE MUST BE FULLY COMPLETED BY OFFEROR.

4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
AID-306-TO -14-00003	REQ-306-14-000092	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO (If other than Item 7)
Office of Acquisition & Assistance USAID Afghanistan American Embassy Great Massoud Road Kabul, Afghanistan		See Block 7

9. FOR INFORMATION	A. NAME	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)
CALL:	Ridi Gul Haqyar Email: HaqyarR@state.gov	+93 (0) 707-626-403

FIRM FIXED PRICE SOLICITATION Modify 18 FAA Central Region Facilities

NOTE: Small Business Set Aside

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10. The Government requires performance of the work described in these documents (Title, Identifying no., date):

This is a firm fixed price contract in amount of \$1, 498,874.58. The purpose of this Task Order under the VS IQC with Perez is to provide construction for completing the remaining work at the three faculties of higher education at Balkh, Faryab and Jawzjan provinces.

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11. The Contractor shall begin performance within 7 calendar days and complete it within 180 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (*See IQC & TO)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "yes," indicate within how many calendar days after award in item 12B.)	12B. CALENDAR DAYS
<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	N/A

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in **Original** and copies to perform the work required are due at the place specified in Item 8 by (hour) local time (date). **This solicitation is a Request for Offer. It will not be publicly opened.** Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee is, is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 180 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) Perez, APC 317Burgundy Street New Orleans, LA, 70112	15. TELEPHONE NO. (Include area code) 504-584-5100
16. REMITTANCE ADDRESS (Include only if different than item 14) See item 14	

CODE	FACILITY CODE
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation. If this offer is accepted by the Government in writing within 180 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)	
AMOUNTS	See Contract

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS
(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	1	2	3	4					
DATE	11/02/13	12/24/13	01/26/14	02/07/14					

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER Ms. Angela O'Byrne, President Perez, APC	20B. SIGNATURE 	20C. OFFER DATE 11/02/2013 03/20/2014
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
 All proposed work for basic Indefinite Quantity Contract as contained in this contract. Award does not include award of the Illustrative Task Order.

22. AMOUNT \$1,498,874.58.-(One million four hundred ninthly eight thousands eight hundred seventy four dollar)	23. ACCOUNTING AND APPROPRIATION DATA See Attached
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24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM 27	25. BLANK
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26. ADMINISTERED BY CODE Office of Acquisition & Assistance USAID Afghanistan U.S. Embassy Great Massoud Road Kabul, Afghanistan	27. PAYMENT WILL BE MADE BY Office of Financial Management USAID Afghanistan U.S. Embassy Great Massoud Road Kabul, Afghanistan Email: kabulaidevouchers@usaid.gov
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration slated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this doc.) Your offer on this solicitation is hereby accepted as to the items listed. This consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACT OR PERSON AUTHORIZED TO SIGN (Type or print) Angela O'Byrne, President	31A. NAME OF CONTRACTING OFFICER (Type or print) Michael Capobianco Contracting Officer
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30B. NAME OF CONTRACTOR Perez, APC BY (Signature of person authorized to sign)	30C. DATE SIGNED 3/31/2014	31B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	31C. DATE SIGNED 4/1/2014
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SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES

The Contractor shall provide all materials, labor, logistics, and security to finish construction of the facilities under Faculties of Higher Education (FOHE) program in Balkh, Faryab and jawzjan Provinces as described in Section C of this contract.

B.2 CONTRACT TYPE

This is a Firm-Fixed-Price type of contract.

B.3 CONTRACT PRICE

The total price of this contract is \$1,498,874.58, the maximum dollar value payable to the contractor.

No additional sums shall be payable for any escalation in the price of materials, equipment or labor, or because of the contractor's failure to properly estimate or accurately predict the price or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates.

The quantities set forth in the Bill of Quantities (BOQ) submitted as part of the Contractor's proposal serve as only an estimate of the total contract works. The BOQ shall serve as a tool in negotiating any modifications or equitable adjustments resulting from modifications or change orders.

B.4 PAYMENT

Payment will be made in accordance with Federal Acquisition Regulation (FAR) clause 52.232-5 and shall be made for work according to progress related to a schedule of values, required to be submitted per Section G.6 and incorporated by reference into this contract (See Attachment J-2).

USAID hereby obligates the amount of \$1,498,874.58 for the performance and completion of the required services as described in this contract.

(END OF SECTION B)

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 Introduction

The Contractor shall repair roof leaks, cosmetic damage to exterior and interior paint, install fencing around fuel tanks, correct faulty electrical wiring installation in school corridors and classrooms, and complete all miscellaneous repair items contained in the various inspection reports provided by USAID, and as required to satisfy 100% completion ensuring the 100% designs and the IBC-2006 standards are met, inclusive of testing and commissioning, at three Faculties of Higher Education (FoHE) facilities in the provinces of Balkh/Mazar-e-Sharif, Jawzjan/Sheberghan, and Faryab/Maimana in Afghanistan. The Contractor shall not bear responsibility for any conditions resulting from the previous work that could not have been reasonably anticipated or known prior to contract award. These conditions shall be treated as a differing site condition under Federal Acquisition Regulation clause 52.236-2.

C. 2 Background

USAID entered into a contract to build three-two story Faculty of Higher Education (FoHE) buildings that included delivery of a water supply, waste water/septic and electrical systems in the Afghanistan provinces of Balkh, Jawzjan, and Faryab. During the final inspection of the projects in mid-summer of 2012, USAID found that the roof of the buildings had leaks and the installation of electrical wiring did not meet the original design and the "National Electrical Code (NEC)" requirements.

As a result, USAID seeks a qualified contractor to repair the roof leaks, and correct deficiencies in the installation of the electric system. The Contractor shall remove and replace any faulty electrical wiring identified, and re-distribute wiring in new conduits to comply with the NEC (National Electric Code) requirements. Upon completion of the project, USAID intends to transfer the three FoHE buildings to the Ministry of Higher Education/Provincial Higher Education Institutions.

C. 3 Objectives

The Contractor shall provide services at all three FoHE buildings in the provinces of Balkh, Jawzjan, and Faryab to repair roof leaks and remove and replace faulty electrical wiring, then re-distribute wiring in new conduits in the corridors to comply with the NEC /NFPA (National Electrical Code/National Fire protection Association) requirements. Damaged/faulty wires and fixtures shall be replaced as required by existing design drawings. The Contractor shall provide project/construction management, quality control, and site safety during project implementation. The Contractor shall use the existing design/drawings developed under a previous contract for the completion of the minor construction work at the facilities. Testing and commissioning of the electrical system shall be conducted once all electrical wiring work has been completed through connection to the generator.

C. 4 Detailed Work Requirements

a. Electrical System:

1. The Contractor shall remove all wiring originating from the panel boards, passing through corridors and connected to the individual rooms` joint boxes, and replace with new UL approved wire, as specified in original design diagrams. The wiring in the rooms is considered to be satisfactory and shall be retained.
2. The existing conduit system, originating from the panel boards and passing through the corridors:
 - a. Shall be replaced with larger sized conduits to provide 25% additional space for future use, OR the Contractor shall
 - b. Install an additional conduit parallel to existing because of space limitation, OR
 - c. Increase the number of panel boards to 2 Sub-Panel Boards in each floor (one SPB around the middle of each side of the corridor for each floor) totaling to 4 Sub Panel Boards feed from existing Main Panel Board. All sub-panels shall be provided with 20% additional space for future use.

3. Prior to any electrical procurement or work, the Contractor shall conduct an analysis of the electrical system design to verify the system has adequate capacity as specified. The Contractor must submit the analysis and proposed as-built drawings and specifications to USAID for review and approval.
4. The panel boards that are larger than 225 Amp must be provided with Voltage, Ampere and phase indicators as specified in the original USACE approved design.
5. The Contractor shall provide and install TVSS (Transient Voltage Surge Suppressors) as per drawing and specification requirements.
6. The lighting fixtures, receptacles, switches, fans, water heaters and all other end circuit provisions are not required to be replaced except a few items which must be checked for functionality and be replaced, if necessary, by the Contractor after completion of the wiring system and its connection with electrical power.
7. Light fixture switches: The lighting fixtures in each room shall be provided with at least two (2) more switches.
8. Fans shall be provided with regulators in each room.
9. Correct Defects: Contractor shall correct defects related to electrical wiring in corridors and electrical systems located inside classrooms by checking the system room by room, or circuit by circuit.
10. Provide Fuel for generator reservoir: The Contractor shall provide a sufficient amount of fuel (50 liters) in the fuel tanks to ensure that the improved electrical system is working satisfactorily, including testing of the generator itself.

b. Exterior Works:

1. **At the Balkh school only**, the Contractor shall adjust the slope above the entrance on the roof extended area (balcony) to east side of main building near the administration office to ensure proper discharge of rain water. Currently, the flow direction of rain water is away from the gutter.
2. **Roof repairs at three schools:** The Contractor shall repair roof leaks by using 2 layers of bitumen and tar or top quality Isogum in this task. The Contractor shall provide a manufacturer certificate for above material that certifies the product quality, and durability (minimum 10 years warranty) in accordance with commercial standards.
Bitumen shall be applied on the top of the existing concrete tiles, and cover the entire roof and parapet walls. Isogam roofing membrane shall be applied on top of existing tiles to cover the entire extent of the horizontal roof surface and inside-facing vertical parapet wall surrounding the edge of membrane must be covered by sheet metal flashing at top of parapet. Insulation below the Isogam membrane is required to have an R-20 to R-40 insulation factor as specified in original building design. Proper roof drainage shall be provided for roof-drains and scuppers through parapet walls. Seals at roof-drains and scuppers and all other penetrations of the Isogam membrane must be included in this item.

Members of the site investigation team recommended that there is no need for the removal of underlying tiles and insulation material below the existing tiles. Warranty of underlying structure and roof tiles is separate from this scope of work. However, the Contractor shall warranty the new Isogam membrane roofing for 12 months.

3. Interior and exterior cosmetic works:

- a. The Contractor shall repaint and/or repair exterior and interior building walls and ceiling surfaces where damage caused by the leakage is visible.
- b. The damaged hardware of installed doors shall be inspected, and replaced as needed.

4. Exterior Stair Bottom Landing repairs (Balkh school only): The slope of bottom landing of the exterior stairs shall be modified to slope away from the building. The terrazzo finish on this landing shall be removed and a new terrazzo surface applied so that drainage flows away from the building to ensure proper discharge of rain water.

5. Install Fence around generator fuel tank: Fuel tanks located near the generator shall be enclosed in a metal fence in both facilities. The fence shall be fastened by 3" stainless, galvanized steel pipe in four (4) corners and two meters apart from each other. The height of the fence shall be three (3) meters high. The pipe shall have concrete foundation (60cm x 60cm x 60cm). The diameter of the fence wire should be 4mm.

6. Install overflow pipes for laboratory sinks. Overflow water from the sinks needs to drain the main sink drain to be installed in all laboratory sinks.

7. Fire Extinguishers: The Contractor shall provide five portable fire extinguishers at each facility as required in accordance with NFPA 10. The extinguishers must be of multipurpose dry chemical type except for occupancy requiring a special type extinguisher (e.g., carbon dioxide portable extinguisher for electrical room).

8. Surface Repairs: The Contractor shall repair minor miscellaneous interior and exterior wall, ceiling, and plaster damages to match the existing in areas affected by the removal and replacement of faulty electrical wiring and installation of new conduits. Repairs to the internal/external finishing's of the buildings must match the existing wall construction, finish, and color.

9. Locking roof access: To prevent the unauthorized access to the roof, the Contractor shall provide and install double cylinder (key on both sides) deadbolts locksets at the roof access door at all three FoHE facilities.

C. 5 Specific Works at Balkh Facility Only

1. The Contractor shall repair the second floor terrace that slopes toward the classroom door and the roof downspout that empties onto the terrace, causing water to flow into the building so they meet design requirements.

2. The Contractor shall ensure water and sewer lines placement meet design requirements, especially where the lines cross.
3. The Contractor shall ensure the riser heights on the exterior stairs meet design requirements.
4. The Contractor shall ensure all fluorescent light fixtures ballasts meet design requirements.
5. The Contractor shall ensure appropriate covers and access are provided for the septic tank as required by the design drawings.
6. The Contractor shall construct any roads (access or otherwise) as required by the design drawings.

(End of Section C)

SECTION D - PACKAGING AND MARKING

"Reference USAID-Afghanistan Vertical Structure IQC"

(End of Section D)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Task order performance evaluation shall be performed in accordance with Vertical Structures IQC, Section E.2.

E.2 PLACE OF INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of deliverables shall take place at the principle place of performance or at any location deemed appropriate by the COR, or as identified in the Section C - Statement of Work.

E.3 RESPONSIBLE OFFICIAL

In accordance with the FAR 52.246.4, Inspection of Services –Fixed-Price, Inspection of results or other deliverables required herein under Section C shall be made by the COR. Acceptance of goods/services and reports or other deliverables by the COR shall form the basis for payments to the contractor, and will form the basis of the contractor's permanent performance record with regard to the task order.

(End of Section E)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK, ALTERNATE I (APR 1984)

The Contractor shall be required to

- (a) commence work under this contract within 7 days after receipt of NTP.
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than **180** days after receipt of NTP. The time stated for completion shall include final cleanup of the premises.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract is at three Faculty of Higher Education (FoHE) facilities in the provinces of Balkh/Mazar-e-Sharif, Jawzjan/Sheberghan and Faryab/Maimana in Afghanistan.

F.3 RESPONSIBLE USAID OFFICIALS

Contracting Officer
Office of Acquisition and Assistance
USAID/ Afghanistan
Great Massoud Road
Kabul, Afghanistan

F.4 DELIVERABLES AND DELIVERABLES SCHEDULE

The Contractor shall provide sufficient manpower to complete the projects by project deadlines identified in the approved Schedule per FAR 52.236-15.

Schedule of Deliverables:

Within one week after NTP, the Contractor is required to submit work plan, quality control plan, safety plan and security plan for approval by the COR, and submit to the end user (provincial higher education institutions).

The Contractor is required to submit work plan for completing the Internal/external finishing's to match the existing wall construction, finish, and color.

Within 60 days after all required plans and submittals are approved, the Contractor is required to complete the roof leaks repaired. The Contractor shall provide USAID with submittal for approval by the COR.

The electrical system shall be tested and commissioned. It must run for 5 hours continuously before the Contractor and USAID's COR final inspection.

The Contractor shall update and provide a complete set of As Built drawings upon completion of the Work.

Final Warranty Completion: Final Warranty Completion Certification shall be submitted to USAID **365 days after Final Report acceptance.**

(End of Section F)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACTING OFFICER'S AUTHORITY

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

G.2 TECHNICAL DIRECTION

The Contracting Officer's Representative (COR) shall provide technical oversight to the Contractor. The Contracting Officer shall issue a letter appointing the COR for the task order and provide a copy of the designation letter to the contractor.

G.3 INVOICES

One (1) original of each invoice shall be submitted on an SF-1034 Public Voucher for Purchases and Services Other Than Personal to the Office of Financial Management of USAID/ Afghanistan.

All vouchers must be sent electronically to the following email address: kabulaidevoucher@usaid.gov One copy of the voucher and the invoice shall also be submitted to the COR. Electronic submission of invoices is required. The SF-1034 must be signed, and it must be submitted along with the invoice and any other documentation in Adobe.

G.4 ACCOUNTING AND APPROPRIATION DATA:

Requisition No.: REQ-306-14-000092
Amount Obligated: \$1, 498,874.60
Treasury Account Symbol: 72-1037-000
Fund code: ES
Program Area: A12
Program element: A055
CO Reference: 306-SOAG-306-05-0007.00--2
CO Accounting Line#: 28
SOC: 4100301

The funds obligated hereunder are anticipated to be sufficient through 09/30/2014

G.5 INVOICING/PAYMENT INSTRUCTIONS

In accordance with FAR 52.232-5, each payment request under this contract shall be accompanied by an electronic copy of the schedule of values which correlates the amount requested to the percentage of work complete. The request shall be sent to the COR and CO. Only the CO can authorize payment.

The Contractor must make payment requests using Standard Form (SF) 1034, Public Voucher for Purchases and Services other than Personal. Copies of the SF 1034 may be obtained from the USAID web site at: <http://www.usaid.gov/forms/>. Payment will be made by USAID/Afghanistan, Office of Financial Management at the address provided above. The Contractor shall provide Bank information on SF 1034 in order to receive payments.

(END OF SECTION G)

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 LANGUAGE REQUIREMENTS

All deliverables shall be produced in English.

H.2 EXECUTIVE ORDERS ON TERRORISM FINANCING

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

H.3 ENVIRONMENTAL CONSIDERATIONS

Activities under this contract may result in some environmental impact. Therefore, the following conditions are required:

1. No activity falling under this requirement will be implemented unless an Environmental Threshold Decision, as defined in 22 CFR 216.3(a)(2), has been reached for that activity and documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the appropriate Bureau Environmental Office (BEO). If the potential impacts are significant, resulting in a Positive Determination, an activity specific scoping exercise and preparation of an EA, consistent with 22 CFR 216.3 will be undertaken.

2. To assure the employment of best available practices and thereby minimize any environmental effects, the Contractor shall, at the direction of the COR, as a separate and identifiable activity, prepare and provide to national and local government entities, one or more White Papers appropriate to the activity on mitigating adverse environmental effects in electrification/distribution, telecommunications, water and sanitation, and/or roads and transport system expansion, including best practices in facility planning, siting, installation and construction.

3. As appropriate for the specific activity, the Contractor shall advise the national government(s) of any environmental laws that may be applicable to the program, and provide any education, training or technical assistance required to assist the government(s) in achieving such compliance after securing approval of the COR. Fulfilling this requirement includes creating capacity to comply with potential donor and investor environmental impact assessment requirements as well as host country environmental impact assessment laws, regulations and procedures.

5. As required by ADS 204.5.4, the COR will actively monitor ongoing activities for compliance with approved IEE recommendations, and modify or end activities that are not in compliance.

H.4 GENDER REQUIREMENTS

Congress has mandated that USAID programs address the needs and protect the rights of Afghan women and girls, including efforts undertaken to prevent discrimination and violence against women and girls; provide economic and leadership opportunities; increase participation of women in the political process at the national, provincial and sub-provincial levels; improve security for women and girls; and any other programs designed to directly benefit women and girls. As required by USAID policies, the Contractor shall integrate assistance to women into all stages of development, planning, programming and implementation as a part of this contract or assistance program. Such integration shall focus on Afghan-led programs directly contributing to any or all the three pillars of development outlined in the ten-year National Action Plan for the Women of Afghanistan (NAPWA): 1) Security; 2) Government, Rule of Law, and Human Rights; and 3) Economic and Social Development. The contractor shall establish the necessary accounting and management systems to separately track and report to USAID fiscal year expenditures under the contract supporting issues of gender equality and women and girls as beneficiaries during each fiscal year of the contract.

The Contractor shall establish the necessary implementation, management and reporting systems to separately track and report to USAID data on female beneficiaries and measurable impacts of activities intended to address the needs of women and girls.

Project quarterly implementation reports shall specifically include information on the following, to the extent that it is applicable to the contract: 1) the total number of women and girls supported through the contract on a quarterly basis through Afghan Info; 2) number of women accessing basic services, including education and health; 3) number of interventions leading to increased employment and economic opportunities for women, as well of number of beneficiaries; 4) number of interventions resulting in increased participation of women in government and civil society; 5) number of activities supporting legal rights and public access for women; and, 6) outcomes for women who have benefited from the contract/agreement. The Contractor shall refer to USAID/Afghanistan's comprehensive Performance Management Plan (PMP) for complete list of gender indicators. To the extent possible, indicators applicable to the contract will be disaggregated by gender."

H.5 VETTING

Information for Non-US contractors, subcontractors, and key individuals.

(a) The contractor must complete and submit the "USAID Information Form" in annex 10 of this contract for:

- i) Itself, if it is a non-U. S. entity;
- ii) Each subcontractor or subcontractor of a subcontractor, regardless of the tier, valued at \$25,000 or more, that is a non-U.S. entity; or
- iii) Each key individual that is a non-U.S. entity.

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

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

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

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

- i) Once a year; or
- ii) When there is a change or addition to any entity or person identified in paragraph (a).

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

H.6 REPORTING OF FOREIGN TAXES

(a) Reports. The Contractor must annually submit a report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year. (v) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance are to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa). (vi) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31. (vii) The final

report is an updated cumulative report of the interim report. (viii) Reports are required even if the Contractor/recipient did not pay any taxes during the report period. (ix) Cumulative reports may be provided if the Contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to:
Office of Financial Management USAID Afghanistan
Great Massoud Road, Kabul, Afghanistan
Attention: Mission Controller

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

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

H.7 SUB-AWARD REQUIREMENTS (MARCH 2012)

(a) Applicability: This section limits the number of tiers of sub-awards to two tiers below the awardee for all Contracts and Cooperative Agreements. The awardee must not allow lower-tier sub-awards without the express written approval of the Contracting/Agreement Officer.

(b) Definitions: The term "award" in this clause refers to either the direct contract between USAID and the prime contractor or a direct Cooperative Agreement between USAID and the recipient. A "first-tier sub-award" is a direct award between the awardee and a sub-awardee (the "first-tier sub-awardee"). A "second-tier sub-award" is a direct award between the first-tier sub-awardee and its sub-awardee (the "second-tier sub-awardee").

(c) USAID's objective is to promote, to the extent practicable, competitive, transparent and appropriate local sub-awards with legitimate and competent sub-awardees. Awardee will ensure that all sub-awardees at any tier are actively engaged in the performance of sub-awarded work. Awardee will ensure that sub-awardees do not engage in "brokering" or "flipping" their sub-awards under this award and that all sub-awardees at any tier self-perform appropriate portions of the work. "Brokering" or "flipping" is the practice of a sub-awardee receiving a sub-award and either selling such sub-award or not performing a significant percentage of the work with the sub-awardee's own organization.

(d) Should exceptional circumstances warrant sub-awards below two tiers, the Awardee will promptly request approval in writing from the Contracting/Agreement Officer, which for contracts may be done in conjunction with a request under FAR 44, provided that the additional information set forth in paragraph (e) below is also provided.

(e) Awardee's written request for approval to allow sub-awardees below the second tier will include the following information:

- (i) Sub-award number and title (or a general description of the sub-award work) of the existing sub-award;
- (ii) Detailed explanation regarding why the work to be performed by the lower-tier sub-awardee cannot be performed by the prime or the two levels of sub-awardees.
- (iii) The total value of the work and total value of the work to be self-performed by the existing sub-awardee;

(f) Provisions for specific contract types:

(i) As required by Section I.6 of this contract, the Contractor will perform with its own organization, at least 20% percent of the work required under the contract.

(g) For purposes of calculating tiers, the following will not be considered a tier:

- (i) subsidiaries of the awardee;
- (ii) members of a joint-venture, provided the joint venture is either the awardee or otherwise a "tier" hereunder;
- (iii) employment awards for a single individual, provided that such individual issues no further sub-awards;
- (iv) suppliers/service providers for component parts for a sub-award issued for finished commodities purchased on the market. Only the sub-awardee supplying the finished commodity shall be considered a "tier" for purposes of this clause/provision;
- (v) suppliers of administrative or professional services incidental to the completion of the award nor their sub-awardees, such as legal or financial services, provided such suppliers or their sub-awardees do not perform substantive work related to the scope of work hereunder.

(h) With exception provided in paragraph D above for sub-awards. The awardee will include this clause in all sub-awards, and will require sub-awardees to include this clause in all lower-tier sub-awards. The awardee will be responsible for compliance with this clause/provision by all sub-awardees and lower-tier sub-awardees.

H.8 RESPONSIBILITY FOR SUBMITTALS AND SHOP DRAWINGS

The Contractor shall be responsible for confirmation and correlation of all information, which shall be incorporated in the Contractor's Submittals and Shop Drawings. The Contractor shall be responsible for all information that pertains to the fabrication processes and methods of construction, which is presented and incorporated in the Contractor's Submittals.

H.9 SERIOUS INCIDENT REPORTING IN AFGHANISTAN (DEC 2010)

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

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

Death of an individual.

Discharge of a firearm with the intent to cause bodily injury or the use of an instrument with the intent of causing serious bodily harm to an employee

The detention of an employee against their will.

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

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

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

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

H.10 REPORTING

The Contractor is required to report on indications of fraud in host-country institutions or other matters that could reasonably be expected to be of foreign policy interest to the U.S. Government's development and stabilization efforts. Corruption, real or perceived, may critically impact USAID programming objectives as might other knowledge the awardee acquires in its normal

course of business. This clause/provision must not be construed to require the awardee to conduct investigation for such information outside of its normal business practices or to report on matters not directly or indirectly related to USAID programming or the proper use of U.S. Government funds. In the event awardee has special non-disclosure requirements or confidentiality requirements (such as are prevalent in the legal and banking industries), or awardee determines such reporting would conflict with applicable laws, awardee must include a proposal to obtain any necessary waivers from the applicable host-country institution allowing such reporting to the maximum extent possible. Reports under this requirement must be submitted as a deliverable under the award.

H. 11 PERFORMANCE BOND REQUIREMENTS

USAID shall retain 10% of all invoiced amounts in lieu of a performance bond. This retainage is in addition to any other amounts withheld under the authority of FAR 52.232-5. This retainage will be released upon completion and acceptance by USAID.

(End of Section H)

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 All USAID-Afghanistan VS IQC Clauses are applicable unless superseded here in the Task Order.

**I.2 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION)
(AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.3 52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty percent (20%) of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of Section I)

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	PAGES
J-1	Vetting (USAID Mission Order on National Security Screening (Non-US Party Vetting)	18
J-2	Schedule of Values	3

(End of Section J)

ATTACHMENT J-1

Mission Order on vetting.

**MISSION ORDER
USAID MISSION FOR AFGHANISTAN**

ADS Series 200 Programming Policy	Mission Order 201.05	Supplements Mission Order 201.03	Responsible Office RLA
References: Executive Order 13224 Title 18 US Code 2339A and 2339B Mission Order 201.03		Subject: National Security Screening (Non-U.S. Party Vetting)	Effective Date: On the date signed below

I. PURPOSE

The purpose of this Mission Order is to describe procedures intended to minimize the risk that the Mission's programs do not provide, even inadvertently, support to Prohibited Parties (as defined herein). This Mission Order supplements Mission Order 201.03 (Terrorist Finance Risk Assessment, dated October 2009) and replaces Mission Order 201.04 in its entirety.

II. DEFINITIONS

As used in this Mission Order, including the Appendices:

"Award" means any contract, grant, guarantee, cooperative agreement, or any other instrument that acts as any of the same awarded by USAID. Unless the context otherwise requires, an Award includes Sub-awards, as defined below.

"Awardee" means any individual or organization that receives an Award. Unless the context otherwise requires, an Awardee includes Sub-awardees, as defined below.

"CO" or **"AO"** means the Contract or the Agreement Officer, as applicable.

"Information Form" means the form attached as Appendix B that initiates a vetting request.

"Key Individuals" means the individuals defined in Appendix A.3 below. The definition of Key Individuals is not the same as "key personnel" under a contract, grant or cooperative agreement.

"Non-U.S." means (a) for natural persons, any individual who is not (1) a U.S. citizen or (2) a permanent legal resident of the United States; and (b) for organizations, any entity that is more than 50% owned in equity stake (or equivalent thereof) by one or more non-U.S. individual(s) or non-U.S. organization(s).

"Parastatal" means any organization funded or owned by the state but otherwise functions as a private sector enterprise. For the purposes of this Mission Order, Parastatals include, but are not

limited to, the Afghanistan Investment Support Agency (AISA), the Afghan Public Protection Force (APPF), and Da Afghanistan Breshna Sherkat (DABS).

“**PIO**” means a Public International Organization designated under ADS 308.

“**Private Security Services**” include any services that involve the potential use of force in the course of employee duties. Any organization—whether a PSC, RMC or other type of private security provider or consultancy—whose employees are authorized to carry firearms is classified as a Private Security Service.

“**Prohibited Party**” means an individual or entity that USAID knows or has reasonable grounds to suspect (i) supports or has supported terrorist activities, (ii) is or has been engaged in terrorist activities, (iii) poses a significant risk of committing terrorist activities, or (iv) is or has been engaged in other activities which are contrary to the national security or foreign policy interests of the United States.

“**PSC**” means Private Security Contractor.

“**RMC**” means Risk Management Consultant.

“**Sub-award**” means any grant, subgrant, guarantee, subcontract, or any other instrument that acts as any of the same awarded by an Awardee pursuant to an Award.

“**Sub-awardee**” means any individual or organization that receives a Sub-award.

“**Tier**” means the level of Sub-award under the Award. For instance, a Sub-award under a Sub-award to an Award would be a second-tier sub-award. “Any tier” means any level of Sub-award under an Award.

“**Vetting Threshold**” means any Award or Sub-award exceeding \$25,000 as further defined in Appendix A.2.a.

“**VSU**” means the Vetting Support Unit of the USAID Mission.

III. AUTHORITIES AND REFERENCES

To protect national security interests and as the steward of USG funds, USAID must take reasonable and appropriate steps to ensure that neither USAID funds nor USAID-funded activities provide support, inadvertently or otherwise, to Prohibited Parties.

U.S. government agencies, as well as Congressional committees, have paid increasing attention to the risks of U.S. reconstruction funds in Afghanistan being diverted to Prohibited Parties, with several Congressional committees having issued reports detailing their concerns. See, e.g., “Inquiry into the Role and Oversight of Private Security Contractors in Afghanistan Report, Together with Additional Views of the Committee on Armed Services U.S. Senate,

September 28, 2010". Additionally, GAO has undertaken a review to identify what efforts are underway to ensure that U.S. funds or resources are not diverted to support Prohibited Parties.

With respect to terrorism, Executive Order (E.O.) 13224 (9/25/2001) blocks property and interests in property of individuals and entities that are designated as committing, or posing a significant risk of committing, terrorist acts. E.O. 13224 prohibits all transactions and dealings in blocked property or interests in the U.S. or by U.S. persons. It also prohibits transactions with, and provision of support for, individuals or entities designated in or subject to the E.O.

E.O. 13224 is just one of several statutes, regulations and Executive Orders pertaining to terrorism. Others include Title 18 USC Sections 2339A and 2339B, which prohibit the provision of material support or resources for terrorist acts or to designated foreign terrorist organizations.

USAID Afghanistan Mission Order 201.03 (October 2009) requires the Mission to complete terrorist financing risk assessments prior to the request for any program funds. It also introduces the concept of vetting.

IV. ADDITIONAL BACKGROUND INFORMATION

In addition to the vetting procedures established by this Mission Order, several less formal means exist to limit support to Prohibited Parties. First, the CO or AO, as applicable, is required to check relevant public lists including the special designated nationals (SDN) list and the excluded parties list found at System for Award Management (SAM). Second, before an Award is made, the staff of USAID (in the case of a prime Award) or the staff of the prime Awardee (in the case of Sub-awards) must scrutinize various aspects of that entity's operations as part of the standard due diligence and pre-award survey. Third, the personal knowledge of USAID staff is taken into account before any Award is made or a Sub-award is approved. Finally, knowing that non-U.S. parties will be subject to such scrutiny discourages Prohibited Parties from applying for USAID-financed assistance in the first place.

V. PROCEDURES FOR VETTING

Appendix A details vetting procedures. These procedures are subject to change. Check with the VSU for updates prior to implementing.

VI. EFFECTIVE DATE

This Mission Order will go into effect on the date signed by the Mission Director below.

Acting Mission Director: Sarah Wines Sarah Wines Date: 7/8/13

IX. APPENDICES

- A. Vetting Procedures
- B. Information Form
- C. Sample Notification Language

Appendix A: Vetting Procedures

1. **Applicability:** Subject to Section 1.d. 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, subgrant, 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 subgrants 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 1.e. below, the vetting procedures set forth herein do not apply to:
 - 1) Ultimate beneficiaries of cash or in-kind assistance, such as food, water, medical care, micro-enterprise loans and shelter;
 - 2) 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
 - 3) 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. **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, USAID 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 USAID 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:
 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.
 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.
 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.
 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.

Appendix B: USAID Information Form

Part I: Information About Proposed Activities (all parts mandatory)		
1. Name of the proposed awardee of USAID contract or assistance (Firms must include a copy of applicable, currently valid licenses to do business in Afghanistan)		
2. Type of proposed award or other assistance (check one): <input type="checkbox"/> Contract or Subcontract <input type="checkbox"/> Grant or Subgrant <input type="checkbox"/> Training <input type="checkbox"/> Equipment <input type="checkbox"/> Other		
3. US\$ amount and estimated start/end date of proposed award or assistance: Dollar amount: \$ Start: End:		
4. Purpose of proposed award or assistance:		
5. Organization proposed to receive award or other assistance:		
a. Name:		
b. Address (include village/town/city, state/county/province, and country):		
c. Telephone:	d. Fax:	e. Email:
6. Information on Key Individuals associated with the organization named in 5 above who are <u>not U.S. citizens or permanent legal residents</u> , or, if no organization is listed, information on each individual to receive cash or in-kind assistance (including technical assistance). Use continuation sheets as necessary. ** = mandatory information.		
A. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
Part II: Contractor/Grantee/Recipient Certification: (to be completed by Prime Awardee chief of party, program director or their designee)		
Potential Awardee certifies in submitting this form that it has taken reasonable steps (in accordance with sound business practices) to verify the information contained in this form. Contractor/Grantee/Recipient understands that the U.S. Government may rely on the accuracy of such information in processing this vetting request.		
Name:		Signature:
Title/Organization:		Date:
Part III: Submission details (to be completed by USG vetting official)		
Vetting request number		
Staff member who initiated request		
Project name		
Date submitted for screening		

**USAID Information Form Continuation Sheet for Part I, Section 6: List of Individuals
(Use additional continuation sheets as necessary):**

B. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
C. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>
D. Name (As in passport or other government-issued photo ID):**		Government-issued photo ID number, type of ID and country of issuance:**
Place of birth** village/town/city: state/county/province: country:	Date of birth:** (Example: 3 May, 1979)	Title in organization (Example: President/Vice President/CFO):
Other names used (may include nicknames, pseudonyms not listed under "Name"):**		Gender:**
Current employer and job title:		Occupation:
Address of residence** village/town/city: state/county/province: country:		Citizenship(s):** (Afghans: Tribal Affiliations, Father's Name and Grandfather's Name)
Email: Phone:		Is the individual a U.S. citizen or legal permanent resident?** Yes <input type="checkbox"/> No <input type="checkbox"/>

INFORMATION FORM INSTRUCTIONS

Please provide information for key individuals of all organizations receiving funds from USAID, including grantees, sub-grantees, contractors, and vendors, who work in Afghanistan.

Part I

Question 1 – Self-explanatory

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

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

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

Question 5 a-i – Self-explanatory.

Attach a copy of the relevant, currently valid Afghan business license.

Question 6 - A "Key Individual" means (i) Any person who exercises effective control of the organization; (ii) 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); (iii) the principal officer and deputy principal officer of the organization (e.g., executive director, deputy director president or vice president); (iv) the program manager or chief of party for the USAID-financed program; (v) 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 \$25,000; and (vi) any other person with significant responsibilities for administration of USAID-financed activities or resources (while a comprehensive list is not possible, this would include any person acting in a role substantially similar to those outlined in (i)-(v). For Private Security Services, this would include leadership roles down to the level of field commanders). Complete for each of these six categories or indicate "N/A" if a category does not apply. Use additional pages as needed. Only Key Individuals who are not U.S. citizens or permanent legal residents need to be submitted. Attach copies of photo ID for each non-U.S. "Key Individual". In addition, for all non-U.S. Key Individuals in possession of passports, passport copies must be attached.

Note: If a "Key Individual" is a U.S. citizen or permanent legal resident, proof of citizenship or residency must be attached.

Part II

The representative of the prime Awardee (chief of party, program director or their designee) must fill out the form, read the certification and print their name where indicated, sign where indicated, print their title and the name of their organization where indicated, and print the date where indicated.

Part III

This section will be completed by the USG vetting official.

Appendix C: Notional language for Notification Letters

[Note: Eligibility letters are not transferable under any circumstances.]

[The language below is suggested for notices to prime award recipients.]

Notice of Eligibility

SUBJECT: Notice of Eligibility – [prime awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:
Eligibility Expiration date:

REF: (a) Information Form (IF), dated XXX

Dear Implementing Partner:

USAID/Afghanistan has received your vetting request (REF: (a)) and has determined that your organization is eligible to receive the referenced assistance.

USAID/Afghanistan reserves the right to rescind this vetting determination in the event that we become aware of information indicating that an award to your organization is contrary to U.S. law or policy prohibiting support for terrorism or other activities that are inconsistent with U.S. national security interests. Furthermore, a new request for approval will be required if your organization wishes to extend this award or receive a new award .

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with USAID, please promptly notify the Kabul Vetting Support Unit (VSU) in the event of any change in the identity of the “key individuals.” We request that you also notify the VSU if there is a material change in the program or operations of your organization or any development that might cause USAID to reconsider your organization’s eligibility.

Sincerely,

Kabul Vetting Support Unit

Notice of Ineligibility

SUBJECT: Notice of Ineligibility – [prime awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:

REF: (a) Information Form (IF), dated XXX

Dear XXX:

USAID/Afghanistan has received your vetting request (REF: (a)) and has determined that your organization is ineligible to receive the referenced assistance.

USAID/Afghanistan Mission implements a vetting system covering all assistance (grants) and acquisition (contract) awards. The purpose of the USAID/Afghanistan vetting system is to help ensure that USAID funds and other resources do not inadvertently benefit individuals or entities that are terrorists, supporters of terrorists or affiliated with terrorists, while also minimizing the impact on USAID programs and its implementing partners.

Your organization will no longer be considered for the award that triggered the vetting request. However, your organization is not precluded from applying for future awards, as it is USAID/Afghanistan's mission policy to re-vet entities for every proposed award based on information available at the time of the determination even if they failed vetting in the past. We understand that entities change and evolve over time. While we cannot disclose specific vetting issues, we hope your organization will overcome such issues in future awards.

Sincerely,

[CO/AO]

[The language below is suggested for notices to prime award recipients about proposed sub-awards if pre-award and the proposed sub-award is valued at over \$150,000.]

Notice of Non-consent

SUBJECT: Notice of Non-consent – [sub-awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:

REF: (a) Information Form (IF), dated XXX

Dear Implementing Partner:

I am writing with regard to _____, which your organization has proposed to receive USAID assistance (REF: (a)). Please be notified that USAID/Afghanistan does not consent to _____ being the recipient of the referenced assistance. We encourage you to identify another candidate to receive the proposed assistance.

Sincerely,

[CO/AO]

[The language below is suggested for notices to sub-award recipients (with a copy to the prime award recipient who submitted the sub-awardee in question for vetting).]

Notice of Eligibility

SUBJECT: Notice of Eligibility – [sub-awardee name]

PVS Awardee #/PVS Request #

Contract number (program acronym)

Final determination date:

Eligibility Expiration date:

REF: (a) Information Form (IF), dated XXX

Dear XXX:

USAID/Afghanistan has received a vetting request (REF: (a)) from _____ and has determined that your organization is eligible to receive the referenced assistance.

USAID Afghanistan reserves the right to rescind this vetting determination in the event that we become aware of information indicating that an award to your organization is contrary to U.S. law or policy prohibiting support for terrorism or other activities that are inconsistent with U.S. national security interests. Furthermore, a new request for approval will be required if the award to your organization is extended or your organization is proposed for a new award.

This approval does not relieve your organization of its legal obligation to comply with U.S. Executive Orders and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

As required by the terms of your contract/agreement with _____, please promptly notify _____ in the event of any change in the identity of your organization’s “key individuals.” We request that you also notify _____ if there is a material change in the program or operations of your organization, or any development that might cause USAID to reconsider your organization’s eligibility.

Sincerely,

Kabul Vetting Support Unit

Cc: [prime awardee]

Notice of Ineligibility (if (a) pre-award and the proposed sub-award is valued at less than \$150,000, or (b) post-award)

SUBJECT: Notice of Ineligibility – [sub-awardee name]
PVS Awardee #/PVS Request #
Contract number (program acronym)
Final determination date:

REF: (a) Information Form (IF), dated XXX

Dear XXX:

USAID/Afghanistan has received a vetting request (REF: (a)) from _____ and has determined that your organization is ineligible to receive the referenced assistance.

USAID/Afghanistan implements a vetting system covering all assistance (grants) and acquisition (contract) awards. The purpose of the USAID/Afghanistan vetting system is to help ensure that USAID funds and other resources do not inadvertently benefit individuals or entities that are terrorists, supporters of terrorists or affiliated with terrorists, while also minimizing the impact on USAID programs and its implementing partners.

Your organization will no longer be considered for the sub-award that triggered the vetting request. However, your organization is not precluded from applying for future awards or sub-awards, as it is USAID/Afghanistan's mission policy to re-vet entities for every proposed award or sub-award based on information available at the time of the determination even if they failed vetting in the past. We understand that entities change and evolve over time. While we cannot disclose specific vetting issues, we hope your organization will overcome such issues in future awards.

Sincerely,

[CO/AO]

Cc: [prime awardee]