



Afghan Center for  
Socio-Economic and  
Opinion Research



# IN-DEPTH INTERVIEWS ON THE PERCEPTION OF US INTERNATIONAL MEDIA IN AFGHANISTAN

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## EXECUTIVE SUMMARY

The Afghan media market has experienced considerable growth in the past fifteen years, resulting in the production of new programs tailored to the Afghan public. To better appreciate the types of media Afghans consume and how foreign-funded media are perceived, The Broadcasting Board of Governors (BBG) commissioned D3 Systems, Inc., and ACSOR Surveys to conduct a qualitative study on the perceptions of two of its flagship content providers in Afghanistan, Azadi and Ashna.

This study was guided by the following three research objectives:

1. Determine how Afghans view the two main USIM sources in Afghanistan, Azadi and Ashna.
2. Determine how unique users think USIM content is in comparison to other content available in Afghanistan.
3. Understand how important different platforms are to USIM users.

The Azadi and Ashna programs are held in very high esteem due to their wide and diverse coverage of domestic and international news, thought-provoking shows, linguistic options, and a predictable broadcast schedule. Afghans have great trust in these and other United States International Media (USIM) programs because of their unbiased, balanced, and highly relevant programs that offer a practical yet entertaining blend of media content to the discerning Afghan. Moreover, users appreciate that USIM offer Afghans a forum to express their opinions and engage in discussions with others who may disagree in a respectful and professional manner. Users consider USIM to be the most accurate and reliable source of media in the country, especially among foreign media producers.

Users interviewed for this study perceive Azadi and Ashna programs to be very similar to each other. They did not offer commentary about any significant differences between the content or presentation style of the two services, with the exception of the language (Dari or Pashto), schedule (they are not on air at the same time on different frequencies), and anchors (no noticeable sharing of personnel between broadcasters).

Both services are exemplars of the Afghan media market and users report being aware that they are supported from outside of Afghanistan. Most users enjoy having access to at least one of the services at any time so they can track developments throughout the day. Although users view Azadi and Ashna programs as essentially identical, they appreciate all of the segments from each broadcaster. The opportunity to interact with newsmakers and to share opinions was highly valued by the respondents. As part of a home-listening exercise, users rate the quality of Azadi's Regional News Bulletin consistently lower than that of Ashna's comparable morning news program. Some rural users note the pace of Azadi's news is too fast to understand and that some of the moderators are relatively less professional than Ashna's.

The growing media market has also created more choice of platforms. The vast majority of users, especially in urban areas, prefer to consume media through TV, pending the availability of electricity. However, radio remains very popular and is an especially important platform when power problems make television difficult to use. Users frequently consume both Ashna and Azadi programs throughout the day and many families watch and/or listen together in the evening. Very few users access USIM content online due to the high cost of internet, poor connection quality, and generally slow speeds. Even with a variety of choices, Azadi and Ashna remain essential benchmarks for Afghan media consumers against which they measure what is available from other sources.

This research affirms that Azadi and Ashna programs, and USIM as a whole, are widely useful and perceived as essential comparative sources to locally produced Afghan sources of information. There remains competition with other international broadcasters such as the BBC, but with all the instability in Afghanistan, news gathers are looking for multiple sources to compare and contrast information. Azadi and Ashna provide information that Afghans trust and are easily accessible to a broad spectrum of users across the country. The local market is still not commercially strong enough or independent of political and commercial forces to allow local information sources to fill the essential role provided by USIM in Afghanistan.

Azadi and Ashna are highly valued by news consumers in Afghanistan. Looking to the future, there are opportunities for USIM to further serve Afghan consumers by:

- 1) Curating content that is targeted to issues related to economic development, especially to concerns of young Afghans about employment opportunities,
- 2) Producing more stories about local public health issues, and
- 3) Featuring more music and literature from Afghan musicians and writers.

Although users are generally pleased with the diversity and quality of current programming, many view USIM as an effective means to help educate younger Afghan youth about their country. As such, additional content about employment, health, and artistic outlets will only add to USIM's appeal among Afghans. Large numbers of Afghans are considering migration due to failures in these areas of life in Afghanistan. Afghans represented almost a third of the summer 2015 migrant arrivals in Europe and a recent Spring 2016 survey by ACSOR showed that 1 out of 3 Afghans are either considering leaving Afghanistan or know someone who is considering the same. In the same ACSOR survey, over 73% of the population cited lack of economic opportunities in the area where they live. These kinds of social issues are content areas that commercial broadcasters are unlikely to have the resources to invest for stringer reporting from the 34 provinces of Afghanistan. Additional coverage related to this type of content will provide niche opportunities for USIM.

## METHODOLOGY

ACSOR Surveys recruited 60 respondents in Kabul province to participate in this qualitative study. Respondents were split evenly between urban and rural districts. Forty were male and 20 were female. These 60 respondents were administered a screening questionnaire to collect information about their age, level of education, spoken languages and questions about their media habits, including the frequency of consuming various USIM radio and TV programs. Of these 60, 30 participants were chosen to represent a variety of ages, backgrounds, and media habits (see profiles in Annex). The majority of the final selected respondents were bilingual in Dari and Pashto and consumed at least one type of USIM daily, the most common being radio programming from Azadi and Ashna. The proportion of males to females remained the same.

Participants were asked to participate in two phases of data collection. The first phase was a self-administered home exercise in which they were asked to listen to specific Ashna and Azadi programs on the radio and TV at pre-defined durations over the course of 7 days. Respondents recorded their impressions of each program on a questionnaire and answered a few questions about what they heard and/or saw.<sup>1</sup> At the end of each day, participants assessed the content they consumed during the day and contrasted the stories and content against others programs to identify potential differences. The intent of the home exercise was to provide participants with a refresher on the content that is available from USIM in Afghanistan before they participated in the In-Depth Interview (IDI), which thoroughly investigated how users perceive Azadi and Ashna programs and USIM as a whole.

At the end of the 7 day home exercise period, an ACSOR qualitative moderator scheduled an In-Depth Interview with each participant, at which point the home exercise was collected. Using an IDI guide that was developed in collaboration with ACSOR Researchers and BBG staff, the moderator facilitated a discussion about Azadi and Ashna programs and the elements of each that the participant appreciated, as well as those that were not as well liked. The discussion also covered the platform the participant uses to access various media content and the motivating forces behind that decision. The transcripts from each discussion were translated into English and form the basis of the findings presented in this report.

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<sup>1</sup> Due to fairly low levels of education, participants 17 and 19 received some assistance from their daughters in completing the home exercise.

## FINDINGS

### Objective 1: Perceptions of Azadi and Ashna Programs

This section presents users' impressions of Azadi and Ashna programming, with an emphasis on how users' impressions of the two programs differ. This section also discusses what each program contributes to the Afghan media market and the aspects of each that are most and least appealing.

In the aggregate, users hold both Azadi and Ashna programs in very high esteem. As the availability and diversity of media content has grown in Afghanistan over the past three years, users note that they have significantly more choices for news and entertainment than they once did. Within this growth in media options, Azadi and Ashna are viewed as delivering accurate, timely, and unique content in a professional manner. The same cannot be said of all news sources in Afghanistan. Users frequently cite the diversity of coverage of domestic and international news, thought-provoking shows, linguistic options, and a predictable broadcast schedule as unique qualities of the Azadi and Ashna programs that continue to draw users to listen and/or watch.

When Azadi broadcasts news stories, I stop my work, because I am interested in it very much and I do not want to miss any news program. I say to myself I that can do my work later too but should not miss the news.

*[P19, 40 years of age, Female, 8 years of education, Housewife, Pashtun, Kabul, Rural]*

Voice of America/Ashna and Azadi broadcast exact, accurate and well-timed programs. These sources of information and news are unique and different from other media outlets. They broadcast interesting programs and cover important issues and topics. I congratulate its announcers, reporters and other officials.

*[P1, 18 years of age, Male, 10 years of education, Student, Pashtun, Kabul, Urban]*

Both Azadi and Ashna programs are well respected for their impartial and diverse array of news stories from foreign countries. Users emphasize the importance of receiving unbiased and detailed news accounts from outside Afghanistan, which many other sources are not able to do. The international reach of the programs helps users feel more informed and connected to issues that, although occurring at a great a distance, influence their own perception and thinking. For example, many users were dismayed to learn about the drowning of Afghan migrants in the Mediterranean Sea en route to Europe. News of these tragedies, which were not as widely reported in many media sources, reify the need to

encourage Afghans not to flee the country and put themselves in great danger, but rather to devote their talents and efforts to building a stable and prosperous Afghanistan.

There should be more topics and news stories about abuses against women, and conditions in which migrants and refugees live. I heard that recently 2,000 people drowned in the sea of Turkey and Greece. I also became aware that 150,000 people left the country illegally. It would be better if the number of such programs is increased because it will discourage many people from illegal migration, which can cause them to be killed, and their property lost. They must join the ANSF and take participation in the reconstruction of their country. These types of programs must be increased.

*[P11, 31 years of age, Female, 12 years of education, Housewife, Tajik, Kabul, Rural]*

All the programs they [Ashna/Azadi] cover are relevant to us. For instance, our fellow brothers who have been leaving to Europe, we did not know what they faced when arriving in Europe. Now, they broadcast news about them and we understand that they are in a bad situation; this lets other Afghans become aware not to leave Afghanistan in any situation.

*[P48, 29 years of age, Female, 16 years of education, Unemployed, Pashtun, Kabul, Urban]*

Users hold very favorable views of the unique Azadi and Ashna shows "On the Waves of Freedom," "Evening Magazine," and "Dialogues". These shows distinguish Azadi and Ashna programs from other media because they present unique yet validated news stories and facilitate constructive dialogue from interviews with influential guests and users that call in to share their opinions. Azadi and Ashna broadcast balanced discussions that are moderated by educated interviewers and/or hosts, thereby offering users exposure to new ways of thinking. These unique shows help users distill the news stories they hear and assist them in placing local and global events in the context of their own experience.

For instance, when they inform us about a security incident or other matter, it is very useful for us. They increase our general awareness about different issues including fighting, confiscating ammunition from AGEs, drone strikes, and casualties caused by them to the enemy. They also keep us informed about the security situation in Achin district of Nangarhar province where Da'esh has suffered heavy casualties. All these matters are important for us.

*[P13, 39 years of age, Female, 16 years of education, Teacher, Tajik, Kabul, Rural]*

Apart from events that take place in Afghanistan, they broadcast news about important events and the latest developments in other countries. They also inform us about elections conducted abroad. For instance, some days ago there were elections in Iran. They also cover electoral campaigns and preliminary elections in the USA. We also learned through them that some days ago there were hurricanes in America. Through these shows, they inform us about every important event that happens outside or inside of Afghanistan.

*[P19, 40 years of age, Female, 8 years of education, Housewife, Pashtun, Kabul, Rural]*

Users find very few substantive differences between Azadi and Ashna programs. They are both perceived to be high-quality shows with similar content, structure, and delivery styles. Nearly all interviewed users do not think there is any difference between Azadi and Ashna programs except for the broadcast schedule as Ashna is broadcast in the evening while Azadi is broadcast during the day. Among the few users who note differences between the two programs, geographic scope is the common theme. Azadi is slightly more focused on domestic stories whereas Ashna has more international news. A minority of users notice different styles of music that are played.

They [Azadi and Ashna] both broadcast news about events that occur in Afghanistan as well as in the whole world. However, Azadi radio gives more time to broadcasting news and other programs about Afghanistan. Ashna TV broadcasts news programs in detail. Radio Azadi also sometimes tells news in detail about events that happen inside and outside of the country. I can say there is no difference between these two sources of information and news.

*[P13, 39 years of age, Female, 16 years of education, Teacher, Tajik, Kabul, Rural]*

Although users do not perceive the two programs to be substantially different from each other in terms of content and delivery, they appreciate each of the program's unique segments. Azadi's listener call-in segment is well liked and attracts a large audience due to its broad appeal to Dari- and Pashto-speaking Afghans from outside Kabul Province who bring their local perspective to the show's conversation. Users enjoy hearing the opinions of other callers, which inspires them to engage with their own social circles in spirited discussions about what they hear on the shows. The structure of each broadcast, which is



bookended by the day's headlines at the beginning and conclusion of each episode, draws praise from many users.

Some female users appreciate Azadi's efforts to broadcast detailed accounts of stories about women's rights and justice in Afghanistan. During the home exercise period, the topic of women's rights in the content of the Afghan legal system was a dominant story due to the murder of Farkhwanda Malikzada<sup>2</sup>. Female users were clear that they thought it was very important for Azadi to produce detailed and accurate accounts of Farkhwanda's murder and attempts by authorities to bring the alleged murderers to justice. Through the call-in program and interviews with government officials, female users appreciate the coverage focusing on this event for the much-needed attention it brings to the fate of many women in Afghan society.

Similarly, users recall enjoying stories broadcast on Azadi that convey a message of justice, such as the trial and sentencing of the men who attacked Farkhwanda Malikzada. Amid what can be a bleak stream of news, users respond positively to stories that stroke a positive tone.

Yes, we like programs about women's rights. As I told you before and now also I want to repeat it, Radio Azadi has very good programs. There was a program broadcast by it under the name of "Ten Thousand Houses or Stories" which I liked very much. It was usually broadcast on Fridays. In this program, all problems were narrated to us like stories. For instance, there was a brick factory which polluted the environment and air. I am very interested in it. There was another program about the problems of youth. They were given an opportunity to tell about their difficulties. They were comparing present life with the past. Now, due to advances in technology, life has changed a lot they said. Discussions were held about talents and abilities of youth. It was very encouraging.

*[P13, 39 years of age, Female, 16 years of education, Teacher, Tajik, Kabul, Rural]*

Users offer similar levels of appreciation for the quality and breadth of Ashna programs, in particular the international reports from respondents across Afghanistan and foreign countries. Interviews with government officials and influential leaders about political and

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<sup>2</sup> Farkhwanda Malikzada was publicly attacked and murdered in the streets of Kabul, Afghanistan on March 19, 2015 by an angry group of men. She was falsely accused of burning a Qur'an by a local mullah, which triggered the assault. The event brought the poor treatment of women in Afghanistan to the public fore.

health topics receive positive remarks because they bring the voices and opinions of power directly to the user. The coverage of the US election is very intriguing to many users.

I like that [Ashna] broadcasts music during a program. It has very capable announcers and reporters in every corner of the world. They give reports and show images of events directly from scenes of incidents. Voice of America keeps the Afghan people informed about circumstances in the country and world.

*[P31, 25 years of age, Male, 16 years of education, Legal Advisor, Pashtun, Kabul]*

## Objective 2: Perceptions of USIM Content

This section discusses how users perceive USIM content as a whole, which includes Azadi and Ashna programs. Users recognize USIM content to be the very best media source in Afghanistan. USIM is distinguished by its diverse, accurate, and impartial reporting. Users greatly appreciate that USIM content reports both positive and negative news at predictable times each day so that they can remain informed and track developments as they progress in real time. Most users are well aware that USIM is funded and managed by US sources and is frequently compared to other foreign-funded media. USIM, by comparison, is perceived to be of higher quality than German and Chinese-managed programs. The only comparable media source in Afghanistan is radio programming from the BBC.

The uniqueness, accuracy and convenient times make this news source valuable for us. I thank Azadi and Ashna for broadcasting interesting news and other programs, which are unique, accurate and well timed. They are unmatched with the programs broadcast through other radio stations and TV channels.

*[P1, 18 years of age, Male, 10 years of education, Student, Pashtun, Kabul, Urban]*

As mentioned in the previous section, users find USIM content to be relevant to their daily lives. For example, many users rely on USIM sources to learn about suicide attacks before leaving their home. Others learn about defective imported medicine and are more informed about the government corruption that allowed tainted medication to be distributed in the country. Users view USIM media as a valuable tool to improve transparency and hold government leaders more accountable for their actions.

News and reports about stealing, robbery and other criminal activities also must be included in programs. Administrative corruption also must be discussed and reported about. Corruption

and bribery must be eliminated from the country. More attention must be paid to these types of topics and issues, which these programs can help with.

*[P17, 40 years of age, Female, 4 years of education, Housewife, Pashtun, Kabul, Rural]*

A small minority of users voice concerns that too much USIM content is devoted to covering conflicts in other countries, such as Syria and Iraq, as they are not interested in the geopolitical nuances of a conflict in which Afghanistan is not directly involved. Instead, these users would like USIM to invest in more coverage of the conflict in Afghanistan so that all Afghans have an accurate and current understanding of the situation in all parts of the country.

I do not like news programs and reporting of fighting and military operations in Syria and Iraq. The coverage of these operations must be decrease and the number of programs that cover topics and events that take place in Afghanistan must increase. It is also not interesting for me to hear about Russian and NATO military operations in Syria.

*[P1, 18 years of age, Male, 10 years of education, Student, Pashtun, Kabul, Urban]*

In contrast to other media sources, USIM is recognized by users to be a positive influence on Afghanistan because its programs do not incite hatred nor violence, but rather help users understand different opinions and positions in a professional forum. Through the call-in shows, interviews with a diverse array of Afghan leaders, and coverage from across the country, USIM is seen as a reliable, and importantly, respectful, vehicle for Afghans to learn about their country.

USIM is also viewed as a forum to discuss the grievances of the common Afghan and contemplate solutions with influential leaders. The public nature of radio and TV shows is seen as one of the most effective avenues to expose corruption and hold leaders accountable to their promises. These programs allow users to weigh the challenges they face in their daily lives against those of others that they learn about from USIM.

Due to the dearth of intra-country travel and a high rate of illiteracy, these programs are one of the few reliable and trustworthy sources of communication for many Afghans. This is especially true for rural Afghans. Users from rural districts learn about the significant challenges they face compared to urban residents from USIM. Some users have come to realize the limited economic and social opportunities available in rural villages, which is why some people are forced to resort to unsavory acts, such as selling girls to older men, familial rape, and narcotic addiction. By hearing about these issues, users are more inclined to learn

about their causes and identify solutions with their families and within their own communities.

I watch Ashna TV for all programs, especially for the news, which informs us about the security situation in the country. Security is very important, therefore it must be maintained. When there is security, everyone is able to work to support their families. When security is not maintained no one can work or carry out their daily activities. When security is not maintained no one is able to work or do business. Insecurity increases stealing and other crimes. We want all these issues to be covered and broadcast. The government must take due steps to improve the security situation because it will discourage people from illegal migration and leaving their country. Another topic that also should be covered is the issue of narcotics. It is said now that even women use narcotics. This issue must be investigated and documented to be shown to other people so they learn a lesson. However, many say that it is not true, therefore there is a need for full coverage of such issues. We are villagers and live in the countryside where people have a lot of problems and challenges. There is family violation against women. Small girls are given in marriage to old people for money. There must be topics to explain the harm of using narcotics and other illegal drugs. The number of these programs must be increased.

*[P19, 40 years of age, Female, 8 years of education, Housewife, Pashtun, Kabul, Rural]*

Moreover, USIM content is more relevant to users than that of other foreign media. Users mention how USIM discloses changes of food prices in the market, which roads are unsafe to travel, and where large storms are expected to occur. These practical stories help users on a daily basis.

There are two topic areas where users do not consume as much USIM content: entertainment and sports. Users typically turn to Afghan media sources such as Tolo TV to watch Afghan dramas, especially during special events such as Nowruz. That said, no users report that they would like to see dramas introduced at the expense of existing programs. A large amount of users, especially urban residents, would like to see additional coverage of sporting events, especially if an Afghan team is involved. Users appreciate the levity of sporting events and are very keen to see Afghan teams participate in international matches. Afghans are proud to see their teams represented. This presents a valuable opportunity for USIM to generate positive content about Afghan cultural and athletic stories that can help improve morale and balance the often-negative news that is broadcast.

I think they [Ashna/Azadi] need to focus on cultural, sports and literature programs since these are the programs that are interesting for the youths in the country. Beside they should broadcast Afghan music.

*[P31, 25 years of age, Male, 16 years of education, Business owner, Tajik, Kabul, Urban]*

I would like to see more news related to education and sport, because Afghanistan has many people living in Helmand and Kandahar, and not all of them can come to Kabul.

*[P7, 24 years of age, Male, 16 years of education, Unemployed, Pashtun, Kabul, Urban]*

Football and cricket games and matches have many fans in Afghanistan; therefore, it would be better if coverage of these sports events increases. Now, the coverage of these events is poor. I want all international football and cricket games and matches to be covered properly, because they have a positive impact on youth.

*[P1, 18 years of age, Male, 10 years of education, Student, Pashtun, Kabul, Urban]*

Yes, Voice of America/Ashna covers political, economic, social and cultural issues and topics that are very interesting for us. I request the director of sports programs to include football and cricket matches because they have a lot fans in Afghanistan. It will be very good.

*[P31, 25 years of age, Male, 16 years of education, Legal Advisor, Pashtun, Kabul, Urban]*

Many users across all age groups would like to see more content about the condition of young people in Afghanistan to help the youth learn more about their country in an effort to help them develop marketable skills. Younger users mention that much USIM content is targeted toward older Afghans and they would like to see more of a balance of stories that highlight the condition of young people and the opportunities and struggles they face. Moreover, the instability and large foreign presence in Afghanistan over the past 15 years makes it difficult for young people to develop and appreciate Afghanistan's cultural assets. Radio and TV programs are an ideal platform for such content to be disseminated to a wide audience.

Ashna TV is inviting parliament members, ministers or other politicians and getting their views on political and military issues,

but they are not inviting youths especially students for the programs. We request them to give more chance to the youths to participate in the programs and to discuss their problems and ways to resolve them.

*[P7, 24 years of age, Male, College graduate, Student, Pashtun, Kabul, Rural]*

Some female users would also like to see even more coverage of stories related to women's rights and public health issues in particular. Since many women are not allowed to publicly discuss the treatment of women with strangers, they view the USIM platform as a safe and effective way for all Afghans to be exposed to the harsh treatment of women and advocate for stricter punishment for individuals who perpetuate violence against women. In addition, many female users would like to learn more about public health threats in their region so they can take appropriate measures to protect themselves and their families.

Yes, because a few days ago, there was a program about the case of Farkhwanda who was brutally killed by some criminals but none of them are sentenced or executed yet. In that discussion, it was demanded that her killers must be sentenced to death. A program about the 8th of March, Women's International Day was also broadcast. Our women and children endure every sort of suffering and wrong. Even two-year-old children are raped. Women commit suicide by burning themselves. During the celebration of 8th of March I heard a lot of bad news about women and children which shocked me a great deal.

*[P11, 31 years of age, Female, 12 years of education, Housewife, Tajik, Kabul, Rural]*

I am more interested in news about women. Women must be given their rights. They must become presenters and reporters and work for the media. They must participate in discussions and debates.

*[P17, 40 years of age, Female, 4 years of education, Housewife, Pashtun, Kabul, Rural]*

### Objective 3: USIM Media Platforms

Together with the growth in media content in Afghanistan has come increased options of platforms to access media content. In the decades prior to the arrival of foreign troops and international donors in 2001, radio was the primary media platform for the vast majority of

Afghans, especially those living in rural districts. However, substantial foreign investment in telecommunication infrastructure and electricity helped establish a growing market for sustained radio and TV consumers. Today, urban Afghans are more likely to watch TV than listen to the radio, although the availability of electricity is the primary determinant of the type of platform used. Rural Afghans still rely primarily on radio. If electricity were not an issue, the majority of users prefer to watch USIM content on TV as the visual cues help clarify oral messages. However, all Afghans appreciate the mobility that radio can offer since many standard cell phones have a radio tuner as a default feature.

Users in this study are regular USIM consumers and typically watch and/or listen to a USIM program at least once a day for between 30-60 minutes daily. The 24-hour availability of Azadi and Ashna programs is consistently noted as one of the reasons why users regularly tune in. Both male and female users prefer listening to the radio in the morning as they prepare for their day as they can move around, but remain engaged in the shows' programs. Many females who stay home all day listen to USIM, namely Radio Azadi, as they complete their household duties. In the evenings, many users will gather with their families to watch Ashna TV, assuming electricity is available. Users mention that their families regularly gather in the evening to hear the day's news and discuss what they learned. One female user even said her family prohibits talking during the evening shows to ensure that everyone can hear.

Among users who listen to USIM on the radio and watch it on TV, nearly all think the two platforms are complementary to each other. They do not notice any sizeable differences in the content, but enjoy that they have an option of platform. Moreover, users generally like that the stories presented in the morning Radio Azadi show, are repeated again in the evening Ashna radio show as it provides assurances that users will not miss any important developments throughout the day.

Apart from radio and TV platforms, the majority of users are aware of the Azadi and Ashna internet pages, but few users regularly access the internet. The most common reason for not accessing USIM online content are unreliable electricity supplies, very high cost, and slow connection speeds. The few users who occasionally access online content enjoy the freedom to select stories of interest to them and follow the news on Facebook. Among users who have internet access, Facebook is the most common platform, but this is among a small minority of users.

## Home Exercise

Prior to the IDI, users were asked to conduct an exercise in their homes to watch 1-2 USIM shows per day for 1 week for a total of 10 viewings. Users recorded the highlights of each program and rated various attributes of the content and presentation of each episode on a scale of 1-4, with 1 indicating a poor rating and 4 an excellent rating. The scores below are the average ratings of each attribute across 10 episodes.

<b>Attribute</b>	<b>Average Rating</b>
Timeliness of news	<b>3.39</b>
Accuracy of news	<b>3.35</b>
Pace and liveliness	<b>3.25</b>
The information is presented in an unbiased and impartial manner	<b>3.20</b>
Relevance of news	<b>3.16</b>
Uniqueness of information	<b>3.11</b>
Presentation and delivery style	<b>3.08</b>
Program organization	<b>3.07</b>
Moderators	<b>3.06</b>

Generally, users offer high marks on all attributes. The timeliness and accuracy of Ashna and Azadi programs are the most highly rated, which is consistent with the high marks on unbiased reporting. Program organization and moderators receive the lowest ratings, although neither are dramatically low.

Urban users in particular are quick to point out the perceived lack of professionalism of Azadi/Ashna moderators. Some urban users also say that the broadcast time of some programs started later than originally advertised, leading to complaints of tardiness and leading to the perceived unprofessionalism of the program itself.

The timing of the news was not accurate today; the news, which was supposed to be broadcasted by 6:00 pm, was actually aired at 6:15 pm.

*[P33, 19 years of age, Male, 12 years of education, Shopkeeper, Dari, Kabul, Urban]*

Often times I do listen to Deutsche Welle Radio, because its presenters are very professional but I do not like Azadi station's presenters, they are not very professional.



*[P35, 20 years of age, Male, 13 years of education, Student, Pashto, Kabul, Urban]*

As I mentioned before they [Ashna morning program] do not have a professional anchor and they need to have professional employees.

*[P36, 56 years of age, Male, 12 years of education, Unemployed, Pashto, Kabul, Urban]*

<b>Episode</b>	<b>Average Rating</b>
Voice of America/Ashna Morning Program	<b>3.40</b>
Voice of America/Ashna TV: 1st evaluation	<b>3.30</b>
Voice of America/Ashna TV: 2nd evaluation	<b>3.30</b>
Azadi Morning program: 2nd evaluation	<b>3.25</b>
Azadi's bilingual call in program (On the Waves of Freedom)	<b>3.24</b>
Voice of America/Ashna Evening Program	<b>3.24</b>
Azadi Morning program: 1st evaluation	<b>3.23</b>
Voice of America/Ashna's bilingual call in program (Goft-o-Shonood)	<b>3.16</b>
Azadi's regional news bulletin: 2nd evaluation	<b>3.07</b>
Azadi's regional news bulletin: 1st evaluation	<b>2.97</b>

Comparing the average rating of each episode, Ashna's morning radio and TV programs receive a slightly higher rating than Azadi's. Among Azadi's shows, the morning program and call-in shows are the most well-liked. However, Azadi's regional news bulletin on TV receive the lowest scores by a relatively large margin.

Some rural users are more likely to dislike the Azadi regional news bulletin because the pace of the episodes is too fast to understand. In addition, a few users note that the Azadi moderators could be more professional and upbeat in the course of an episode; their moderation was especially found lacking as compared to Ashna/Voice of America moderators. Users also complain that the Azadi regional news bulletin episodes are too focused on domestic news, and lack the regional aspect of the morning bulletin.

Yes, I did not enjoy the pace of today's program [Azadi's regional news] because it was fast and I could not understand anything.

*[P60, 34 years of age, Male, 12 years of education, Unemployed, Dari, Kabul, Rural]*

The space between two news issues shows the weakness of the moderator, the anchors do not look happy, it looked that their salaries are low or they do not behave friendly with each other. People do not like behavior that is more formal. It was slow, the arrangement of the program, and did not broadcast interesting incidents from the world.

*[P38, 27 years of age, Male, 12 years of education, Shopkeeper, Dari, Kabul, Urban]*

Despite these criticisms, users overall have very positive reactions to the Azadi and Ashna programs. In most cases, users are able to make note of at least three news stories that were shared in each program but with various levels of detail. The most frequent stories users recall are about President Ashraf Ghani and First Lady Rohullah Ghani's speeches on International Women's Day, the donation of additional fighter jets to the Afghan National Army by the US, and the drowning of hundreds of Afghan and Syrian refugees in the Mediterranean.

Some stories elicit different reactions to the same story. For example, some users liked to hear that President Ghani is threatening to fight the Taliban with increased intensity, yet others thought he was just posturing without the desire to act. When asked about the elements of the content or presentation that users do not like, the vast majority discussed a particular outcome from a news story that they found upsetting, such as a suicide attack or political disagreement.

Similarly, users do not notice any substantive differences between Azadi and Ashna shows apart from the moderators' voices and presentation, music, and schedule. A few users liked the USIM stories because they were uniquely produced rather than copied from other news stations. In particular, interviews with influential leaders are a large attraction to Azadi and Ashna programs because other media sources do not produce similar content.

## CONCLUSION

### *Style and Format*

Ashna and Azadi programs are very well liked among users. Users appreciate the diversity and scope of stories on from both Ashna and Azadi and make particular mention of the quality of the reporting. From the Home Exercise, it is clear that the regular use of USIM programming is informing Afghan consumers' understanding of local and international events and influencing the paradigm by which they organize their beliefs and attitudes about the news. The vast majority of Azadi and Ashna users in this study tune in daily and look forward to the news stories and call-in shows, which allow for the free exchange and discussion of others' opinions and perspectives.

The difference is that their [Ashna/Azadi] programs are more based on reality than other stations. They provide interviews with everybody and it is not the same on other radio stations.

*[P25, 31 years of age, Male, 12 years of education, Unemployed, Tajik, Kabul, Rural]*

The language, time and presenters make them different. Azadi and Voice of America/Ashna broadcast exact and true news and have very interesting entertaining programs. Other TV channels and radio stations do not broadcast news in detail. These days they often have programs about returnees and challenges they face now. They also broadcast news about fighting in Helmand province. I often use these two sources of information because they are reliable and trustworthy.

*[P11, 31 years of age, Female, 12 years of education, Housewife, Tajik, Kabul, Rural]*

All topics, especially the issue of migrants and refugees, covered by them [Ashna/Azadi] are relevant to us. They do not broadcast any programs, which we do not like or are not interesting for us. All issues and subjects covered by them are interesting and relevant to us. We learn via them about fighting and suicide attacks that are conducted in every province. It also informs us about events and developments in the world.

*[P17, 40 years of age, Female, 4 years of education, Housewife, Pashtun, Kabul, Rural]*

Users view Ashna and Azadi programs to be very similar to each other. The only salient differences between the two shows are the schedule and moderators, and the somewhat more Afghan focus of Azadi in comparison to Ashna's more global focus. The content and offerings of each show are similar and users generally do not perceive significant distinctions in the quality, scope of content, nor delivery of Ashna and Azadi programs.

Rural users, however, would prefer to see the Azadi Regional News Bulletin presented more slowly so that the stories are easier to understand. In addition, some of the Azadi moderators are less upbeat and professional than their Ashna counterparts.

### *Perceptions of Content and Considerations for the Future*

Although users find USIM content to be high quality and the topics diverse and interesting, there are a few topical areas where they desire additional focus: culture, public health, and youth-specific content, especially in relation to employment and economic challenges. Users appear hungry for more programming that reflects and analyzes the conditions they find themselves in throughout the Afghanistan.

Afghans are very proud of their sport teams when they compete and succeed, especially in international matches. Stories of their success inspire many users and generate national pride. In a similar vein, many users would like to have more content that features Afghan musicians, artists, and writers. Given the dearth of cultural outlets available during the Taliban's reign combined with the instability and foreign presence over the past 15 years, Afghans see USIM as a viable tool with which to support and disseminate Afghanistan's rich cultural heritage. Commercial operations in Afghanistan are more focused on entertainment to support advertising ambitions. USIM has opportunities to invest resources in Afghan-focused programming in ways that may be more difficult for commercial broadcasters in the market.

Female users in particular are also keen to learn more about public health issues that may affect their region and to learn about measures they can implement to protect themselves and their families. Although significant progress in the country's health network has been achieved, many users, particularly women, lack knowledge about threats to their health and well-being from diseases, poor sanitation, nutrition, and domestic violence. They are keen to learn about the threats themselves and available treatments. Additional content about local public health developments from across Afghanistan will serve users well.

Lastly, both younger and older users note a desire to have more content about Afghanistan's youth so they can learn more about their country and be well prepared to contribute to its development. Afghan youth are struggling to acquire good quality employment and are facing simultaneous pressure to become invested in the country's development. To help realize this, users think that content about the struggle and opportunity faced by youth will help equip them to intelligently invest in the development of their skills so they are able to be productive members of Afghan society. Additional stories about youth and the challenges

they face in different parts of the country will bring to light how they have been and can continue to be invested in the future of Afghanistan.

## APPENDIX – RESPONDENT PROFILES

Respondent ID #	D1. Gender	M7. Province	M6. Urban/Rural	D4a. If you heard a radio program in Dari, how much of it would you understand?	D-4b. If you heard a radio program in Pashto, how much of it would you understand?	Language	D2. How old were you on your last birthday?	D3. How many years of formal education have you completed?	S3. How often have you listened to Azadi Radio in the last 30 days?	S4. How often have you listened to Ashna Radio in the last 30 days?
1	Male	Kabul	Urban	All of it	All of it	Dari/Pashto	18	9-10 years	Daily	a few times a week
4	Male	Kabul	Urban	All of it	Most of it	Dari	30	9-10 years	Daily	Daily
7	Male	Kabul	Urban	All of it	All of it	Dari/Pashto	24	College graduate	Daily	Daily
10	Male	Kabul	Urban	All of it	Some of it	Dari	25	11-12 years	Daily	a few times a week
13	Female	Kabul	Rural	All of it	Most of it	Dari	39	College graduate	A few times a week	A few times a week
17	Female	Kabul	Rural	All of it	All of it	Dari/Pashto	40	6 to 8 years	Daily	A few times a week
19	Female	Kabul	Rural	Some of it	Some of it	Dari	40	Up to and including 5 years	A few times a week	A few times a week
22	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	41	11-12 years	A few times a week	A few times a week
23	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	30	College graduate	A few times a week	A few times a week
25	Male	Kabul	Rural	Most of it	Most of it	Dari	31	11-12 years	Daily	Daily
27	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	31	11-12 years	Daily	Daily
29	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	40	11-12 years	Daily	Daily
31	Male	Kabul	Urban	All of it	All of it	Dari/Pashto	25	College graduate	Daily	Daily
35	Male	Kabul	Urban	All of it	All of it	Dari/Pashto	19	11-12 years	Daily	Daily
36	Male	Kabul	Urban	All of it	All of it	Dari/Pashto	56	11-12 years	Daily	Daily
38	Male	Kabul	Urban	Most of it	Most of it	Dari	27	11-12 years	A few time a week	Daily
43	Female	Kabul	Urban	All of it	All of it	Dari/Pashto	27	College graduate	A few time a week	Daily
44	Female	Kabul	Urban	All of it	All of it	Dari/Pashto	31	11-12 years	Daily	Daily
45	Female	Kabul	Urban	All of it	All of it	Dari/Pashto	18	11-12 years	Daily	Daily
46	Female	Kabul	Urban	Most of it	All of it	Pashto	23	11-12 years	Daily	Daily
48	Female	Kabul	Urban	All of it	All of it	Dari/Pashto	29	College graduate	Daily	Daily
49	Female	Kabul	Urban	Most of it	Most of it	Dari	21	College graduate	Daily	Daily
51	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	31	11-12 years	Daily	Daily
53	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	33	11-12 years	A few time a week	a few times a week
55	Male	Kabul	Rural	All of it	Most of it	Dari	35	11-12 years	Daily	Daily
58	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	31	6 to 8 years	Daily	Daily
59	Male	Kabul	Rural	All of it	All of it	Dari/Pashto	28	College graduate	Daily	Daily
60	Male	Kabul	Rural	All of it	Some of it	Dari	34	11-12 years	Daily	Daily



Prepared by Gary Langer, Julie Phelan, and Matthew Warshaw

### Summary of Broadcasting Board of Governors Survey of Yemen

D3 Systems organized a national poll of Yemen for the Broadcasting Board of Governors that was conducted face-to-face in Yemen from December 9 to December 29, 2010. Langer Research Associates, a partner with D3, assisted in the questionnaire design, external review of the sampling plan for the study, and in preparing the analysis below. The questionnaire consisted of 99 substantive questions, 21 demographics, and 28 quality control-management questions. 59 native Arabic-speaking Yemeni interviewers, along with 10 field supervisors implemented the survey in the field. D3 Systems traveled to Yemen and participated in training the field team and observing field work. The margin of sampling error is +/- 2.94% at the 95% confidence level for this survey.

#### Attitudes towards the Yemeni Government

Yemenis' views of their government are largely negative - just 39 percent rate the work of the central government positively and fewer still rate the district government positively (30 percent) or view the Yemeni parliament favorably (32 percent).

This negativity extends to views of government entities such as the police and army – just 38 and 35 percent, respectively, rate their work positively. Another result points to a broad sense of disaffection: Sixty four percent say filing a complaint about a government official would either make matters worse (40 percent) or have no effect (24 percent).

There is considerable indecision or unwillingness to express an opinion about the government. Nearly half declined to express any opinion of the army. Nearly a third gave no opinion of the Yemeni police. A fifth to a quarter expressed no opinion about the central government, district government or parliament. (Some but not all of this reflects gender mores; on a wide range of topics, women are far more apt than men to withhold opinions.)

Ratings of President Saleh are a noteworthy exception to negative views of government; however caution is advised as this result may reflect a cultural bias toward support for the leader in a tribal society or fear of making personal criticism of the president while criticism of institutions appears safer under current conditions in Yemen. Eighty percent of Yemenis in this poll (fielded before Saleh's announcement that he would not seek reelection) said they viewed him favorably; just 12 percent, unfavorably.

### Regional/development differences

There is, however, a very large regional difference: Views of Saleh are more favorable in the North than the South by a 2-1 margin; 85 percent to 41 percent. While at half these levels, views of the central government overall show a similar pattern: far more positive in the North (41 percent) than in the South (23 percent). These are expected results given the country's history and the locus of secessionist activity in the southern provinces.

Saleh's popularity drops, albeit to a still substantial 68 percent, among those who say corruption is the country's top problem.

Repeating the lesson from other countries, development matters: Among Yemenis who rate local conditions in their community positively (e.g., infrastructure, security and economic opportunity), 52 percent rate the work of the central government positively, double what it is (26 percent) among those who rate these poorly. Unlike ratings of the government more generally, favorable views of Saleh are not tied to local conditions; again these look more tribally based.

Positive ratings of the government are higher among those who think a strong leader is best for Yemen and those who think the government should strictly follow Islamic principles, and lower among those who think corruption is the top problem facing the country.

A regression analysis finds that views of the police and army, as well as optimism about the future, are significant predictors of views of the central government.

### Attitudes toward the United States

Seventy-six percent of Yemenis express an unfavorable view of the United States; just 6 percent see it favorably. Even among those who call al-Qaeda the No. 1 problem facing Yemen, just 13 percent see the United States favorably, and it's just 10 percent even among those who are most interested in and informed about domestic and foreign events. Favorable views don't exceed 15 percent in any group.

For comparison, 75 percent of Yemenis see Saudi Arabia favorably (only slightly higher in the North than the South, 76 percent vs. 68 percent). The results show little experience of external actors, and little interest in them. Eighty-nine percent hold no opinion of the work of foreign government entities operating in their area, or say there are none; it's 78 percent for foreign aid organization.

Eighty-eight percent rate themselves as not well informed about Western culture, and likewise not interested in it; 82 percent, as neither informed about nor interested in the policies of United States. Contrast that with the 60 percent who are interested in Yemen events, 78 percent who are interested in news about Yemen and 87 percent who are interested in religious matters.



The United States is somewhat more popular among Yemenis who are interested in news about the U.S. – but only weakly so. In that group 15 percent see the United States favorably.

### Views of democracy

Despite these sentiments, most Yemenis express a positive view of democracy – a potentially threatening finding for the Saleh regime in the current Mideast environment. Fifty-four percent say democracy is the best government type for Yemen, including majorities across many demographic groups.

Preference for democracy is stronger in the South than the North (61 percent vs. 53 percent) and in urban vs. rural areas (65 percent vs. 50 percent).

Notably, preference for democracy is stronger among those who get their information from international Arab news sources than it is from those who get it from Yemeni news sources, 60 vs. 45 percent; as well as higher among the most educated and most worldly (i.e., those who are interested in and informed about national and international events).

Preference for democracy dips, by contrast, among those who consider themselves to be “strong” religious believers, 44 percent vs. 58 percent.

Moreover, regardless of what type of government rules Yemen, 80 percent say it should follow Islamic principles strictly – 42 percent, “very” strictly.

### Living conditions and expectations for the future

Despite their comparative deprivation 65 percent of Yemenis call conditions in their community very or somewhat good. Ratings of security, freedom of movement, and the availability of food all got positive marks by at least 70 percent.

But some of the other local conditions tested received more mixed reviews. In a very challenging result, just 13 percent rated economic opportunities in their area positively. Only a third rated the local infrastructure positively; 36 percent, the availability of medical care.

These conditions have a major impact on a variety of attitudes – government ratings, as mentioned above, but also items such as optimism for the future. Just 39 percent of Yemenis say their country is headed in the right direction and 48 percent think their life will be better a year from now. Among those who rate at least 10 of 14 local conditions positively these rise to 49 percent and 67 percent, respectively. Among those who rate fewer than five local conditions positively, they fall to 31 percent and 26 percent, respectively.

### Opposition groups and problems facing Yemen

The survey finds little support for opposition groups. Virtually none express favorable views of the Southern Movement (3 percent), al Qaeda (1 percent) or Houthis (less than 1

percent). Eighty-six percent express concern about the Houthi rebellion, with 73 percent very concerned.

Note, while few approve of al Qaeda, 16 percent express no opinion of it. However, again this reflects recalcitrance among women to express their view – 25 percent no opinion. Among men, 94 percent see al Qaeda unfavorably, 1 percent favorably, 5 percent no opinion.

Sa’ada, al-Qaeda and the Southern movement are not seen as nearly as problematic as the struggling economy in Yemen. Seventy-three percent cite the economy/unemployment as one of the two biggest problem facing the country, very broad agreement on an open-ended question.

### Disconnect

As other results mentioned above indicate, there’s a substantial disconnect between Yemenis, the government and the world at large. Only 25 percent say political leaders influence their opinions, just 38 percent feel informed about occurrences in their governorate and fewer than half are interested in these events.

Fewer – 28 percent – feel informed about world events, and barely three in 10, 31 percent, are interested in them. And in terms of civil society, very few report participating in charitable, political or business activities in their community – 17, 6 and 6 percent, respectively.

### Religion

On the other hand, interest in and involvement with religion is high. Three-quarters say religious leaders influence their opinion, including 44 percent “strongly.” Eighty-three percent are informed about religious matters; 87 percent, interested in them.

Ninety-seven percent identify themselves as believers, including 23 percent as strong believers. Almost all the men surveyed attend mosque at least once a week (94 percent). And among all Yemenis, 80 percent pray five times a day, and 98 percent fast during Ramadan.

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*Questions for D3 Systems or Langer Research May Be Directed to:*

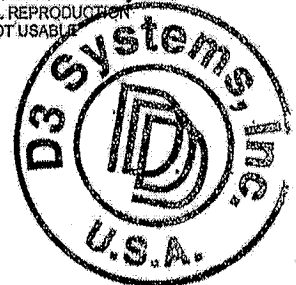
*Matthew Warshaw  
Vice President, D3 Systems, Inc*

(b) (6)



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30			1. REQUISITION NUMBER IQ 1400-10-IQ-00073											
2. CONTRACT NO. BBG50-C-10-0104	3. AWARD/EFFECTIVE DATE 08/21/2010	4. ORDER NUMBER	5. SOLICITATION NUMBER BBG50-R-10-0013	6. SOLICITATION ISSUE DATE 8/12/10										
7. FOR SOLICITATION INFORMATION CALL		a. NAME Myria Carpenter	b. TELEPHONE NUMBER (No collect calls) 202-582-7861	8. OFFER DUE DATE / LOCAL TIME 08/23/2010 02:00										
9. ISSUED BY Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300 Washington, DC 20237		CODE CON	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541910 SIZE STANDARD:	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (16 CFR 700) B. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP										
15. DELIVER TO Deborah Sims BBG Office of Performance Review 330 Independence Ave SW Room 3668		CODE VOA/PL-DJS	16. ADMINISTERED BY Broadcasting Board of Governors Office Of Contracts 330 C Street SW Room 4300											
17a. CONTRACTOR/OFFEROR D3 SYSTEMS, INC. 8230 GREENSBORO DR STE 105 MCLEAN, VA 22102-3807  Telephone No.		CODE (b) (6)	FACILITY 001	18a. PAYMENT WILL BE MADE BY Deborah Sims BBG Office of Performance Review 330 Independence Ave SW Room 3668 Washington, DC 20237										
<input type="checkbox"/> 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 <input type="checkbox"/> SEE ADDENDUM												
<table border="1"> <thead> <tr> <th>ITEM NO.</th> <th>DESCRIPTION</th> <th>QUANTITY</th> <th>UNIT PRICE</th> <th>AMOUNT</th> </tr> </thead> <tbody> <tr> <td colspan="5" style="text-align: center;">Spec Lines</td> </tr> </tbody> </table>					ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	Spec Lines				
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT										
Spec Lines														

25. ACCOUNTING AND APPROPRIATION DATA 2010-0206-IBB-1400-3171-2549-121000		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$83,358.00	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCES FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, 52.212-5 IS ATTACHED. ADDENDA		<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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 HEREIN.		<input type="checkbox"/> 29. AWARD OF CONTRACT; REF. OFFER DATED. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Matthew Warshaw</i>		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Myria E. Carpenter</i>	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Matthew Warshaw, VP		31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Myria E. Carpenter	
30c. DATE SIGNED 9/22/10		31c. DATE SIGNED 08/22/2010	



19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)
		42c. DATE REC'D (YY/MM/DD)

Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	

Summary Info Continuation Page  
Continuation Sheet

Number	Quantity	Unit of Issue	Unit Price	Total Cost (Inc. disc and tax)
(b) (4)				Total: \$83,358.00

Period of Performance: 09/23/2010 - 01/31/2011

Description: The Contractor shall perform a survey of the media habits of the adult population of the country of Yemen in accordance with the Statement of Work(SOW) attached as attachment D.

Extended Description: Price Breakdown Cost for survey n=1000 - (b) (4)

Delivery Schedule:

Delivery Number	Delivery Date	Quantity
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Purchase Request Reference Line: I400-10-IQ-00073 - 0

1.  
2010-0206-IBB-I400-3171-2546-121000  
Total: \$83,358.00

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Accounting Line Accounting and Appropriations Data:

Accounting and Funding Total:

Grand Total: \$83,358.00

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

Descriptions & Specifications  
IDC Constraints Document

Packaging and Marking

Inspection and Acceptance

Deliveries or Performance

PERIOD OF PERFORMANCE

ITEM	START	END
1	09/23/2010	01/31/2011

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*Contract Administration Data*  
*Accounting Data*

*Special Contract Requirements*

*Contract Clauses*

*Exhibits and Attachments TOC*

Identifier	Title	Date	Number of Pages
2	Attachment D	09/21/2010	2

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (July 2010)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, 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)).

\_\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (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:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 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)).

\_\_\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

x (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Mar 2009) (Pub. L. 111-5).

\_\_\_\_\_ (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

\_\_\_\_\_ (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_\_\_ (8) [Reserved]

\_\_\_\_\_ (9) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).



- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.
- \_\_\_ (10) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (12) (i) 52.219-9, Small Business Subcontracting Plan (July 2010) (15 U.S.C. 637 (d)(4).)
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (July 2010) of 52.219-9.
- \_\_\_ (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- \_\_\_ (14) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (15) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (16) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (17) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- \_\_\_ (19) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (21) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

X (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

X (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

\_\_\_ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (28) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (30) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

\_\_\_ (31) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (32) (i) 52.225-3, Buy American Act --Free Trade Agreements -- Israeli Trade Act (Jun 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-301, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (33) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

X (34) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (39) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

\_\_\_ (40) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (41) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (43) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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—

(i) 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)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Reserved]

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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)

**52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):  
<http://farsite.hill.af.mil/VFFARA.HTM>

<u>CLAUSE NUMBER</u>	<u>CLAUSE TITLE</u>	<u>DATE</u>
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DISBARMENT	SEP 2006
52.212-4	CONTRACT TERMS AND CONDITIONS— COMMERCIAL ITEMS	JUN 2010
52.227-17	RIGHTS IN DATA -- SPECIAL WORKS	DEC 2007
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. The Contracting Officer will appoint by letter an Authorized Representative of the Contracting Officer (AR/CO), who will have the responsibility of ensuring that the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the letter of authorization or this contract. It is understood and agreed, in particular, that the AR/CO shall not have authority to make changes in the scope or terms and conditions of the contract unless and only to the extent that such authority is specified in the letter of authorization or the contract.

THE CONTRACTOR IS HEREBY FOREWARNED THAT, ABSENT THE REQUISITE AUTHORITY OF THE AR/CO TO MAKE ANY SUCH CHANGES, IT MAY BE HELD FULLY RESPONSIBLE FOR ANY CHANGES NOT AUTHORIZED IN ADVANCE, IN WRITING, BY THE CONTRACTING OFFICER, MAY BE DENIED COMPENSATION OR OTHER RELIEF FOR ANY ADDITIONAL WORK PERFORMED THAT IS NOT SO AUTHORIZED, AND MAY ALSO BE REQUIRED, AT NO ADDITIONAL COST TO THE GOVERNMENT, TO TAKE ALL CORRECTIVE ACTION NECESSITATED BY REASON OF THE UNAUTHORIZED CHANGES.

Attachment D

STATEMENT OF WORK

The Broadcasting Board of Governors, International Broadcasting Bureau (BBG/IBB), Office of Contracts (CON) located in Washington, D.C. has a requirement subject to the availability of funds, for a contractor to obtain quantitative data of the media habits of the adult population of the country of Yemen.

**1) NATURE OF SURVEY.** Audience data shall be obtained through a survey of Yemen that is designed to obtain the most accurate possible information about: (a) the size of the audience for BBG's Arabic language TV channel, Alhurra, and the Arabic language radio channel, Radio Sawa; (b) the size of the regular and occasional audience for other international and domestic television and radio broadcasters (c) demographic characteristics and geographical distribution of these audiences; and (d) general patterns of media use. In addition, a small number of questions concerning respondents' views on various social and political questions may be included in the survey. The interview shall be face-to-face and they shall be conducted in the home of the respondent by a trained interviewer. IBB will require demographic information on each respondent including, gender, age, and education.

**2) GENERAL RESPONSIBILITIES OF CONTRACTOR.** The contractor shall be responsible for the project design and execution, including the following specific tasks: a) translation, formatting, pretesting, adaptation, and printing of questionnaires; b) development of Sampling Plan, based on consultation with IBB, Office of Research; c) training interviewers; d) arranging and supervising all aspects of fieldwork; e) entering and processing the survey data, including data cleaning and encoding survey responses; f) ascertaining the representativeness of the sample and weighting the data, if necessary;

**3) SAMPLE DESIGN.** The Contractor shall complete this work as described in the BBG's Statement of Work and as referenced in the Contractor's Proposal, dated August 26, 2010.

**4) QUESTIONNAIRE.** IBB will supply a set of questions for an interview of approximately 45 minutes consisting of approximately 70 questions (in English), up to 5 of which may be open-ended. Questionnaire will be provided in draft form for suggestions and comments by contractor based on contractor's knowledge of local cultural or political sensitivities. Following receipt of contractor's comments, IBB shall prepare a final version of the questionnaire for translation by contractor into Arabic.

**5) PRE-TEST.** The questionnaire shall be pre-tested by the contractor prior to the commencement of any fieldwork. At least 15 pre-test interviews shall be conducted. The contractor shall provide IBB with a written report of the results of the pre-test, along with details of any problems encountered and suggested remedies, prior to the commencement of any fieldwork.

**6) FIELDWORK.** Interviews shall be conducted by experienced field workers who shall be thoroughly briefed by contractor prior to commencement of any fieldwork. The contractor shall ensure that interviewers are thoroughly familiar with household and respondent selection procedures, call back procedures, and the structure of the questionnaire, including routing and filtering. Interviewer training shall include practice sessions in administering the questionnaire. A minimum of 10% of interviews shall be back checked and 5% of the interviews shall be accompanied by a team supervisor. **THE CONTRACTOR DOES NOT HAVE THE RIGHT TO RESELL THE DATA AFTER FIELDWORK.**

**7) DATA PROCESSING.** The contractor shall be responsible for data entry, cleaning, and processing, including development and implementation of a coding scheme for all open-ended questions. The contractor shall supply data to IBB as a clean, fully labeled SPSS “\*.sav” file with a complete data dictionary of variable names and value labels. There shall be one data record for each respondent and records shall be of fixed length. The contractor shall be responsible for deriving and applying any post-stratification weights required to bring the sample into conformity with the demographic profile of the population, as well as any additional weighting factors required to correct for disproportionate allocation, if use. Each record shall include a unique respondent ID number, interviewer ID number, PSU ID number, and codes for precise location and date of interview. Each record shall include demographic information about the respondent, including: gender, exact age, and education level.

**8) TECHNICAL APPENDIX.** When delivering data, the contractor shall provide a Technical Appendix which shall include the following: (a) A complete Sampling Plan, including list of PSUs and individual sampling points and number of interviews conducted at each sampling point; (b) Details of response rates, including tabulation of unsuccessful interview attempts by sampling point, with reasons for non-response (i.e. respondent refusal, proxy refusal, inability to locate selected respondent, etc.); (c) Interviewer instructions; (d) A brief report on survey operations including any practical difficulties encountered in carrying out the survey; (e) Estimated sampling error; (f) A complete explanation of the weighting scheme including details of how weighting factors were developed and applied, as well as the demographic data on which weights were based (i.e., age, gender, and education distributions in the population)

**9) SUMMARY OF DELIVERABLES.** The Deliverables to be provided to IBB by the contractor under this contract are as follows: (See preceding paragraphs for detailed description of requirements for each deliverable). (a) A complete data set formatted as SPSS file (see description above under 7( Data Processing); (b) A copy of the final questionnaire, as fielded, in English and Arabic and (c) A Technical Appendix (see description above under 8) Technical Appendix).

**10) DELIVERY SCHEDULE.** It is anticipated that the fieldwork for this survey shall take place in October-November, 2010, with the deliverable listed in Section 9 above to be submitted no later than 8 weeks after the conclusion of fieldwork.

**11) INVOICE:** Invoices are authorized to be submitted monthly via email submission to the Authorized Representative of the Contracting Officer (AR/CO) to be identified at the time of contract award.

**PRICE SCHEDULE**

The Contractor shall provide all services described in the Statement of Work at the firm-fixed price (FFP) for the following Contract Line Items Number (CLIN):

PERIOD OF PERFORMANCE (09/23/10 through 01/31/11)

<u>CLIN</u>	<u>Description</u>	<u>Qty.</u>	<u>FFP</u>
B.1	The Contractor shall perform a survey of the media habits of the adult population of the country of Yemen in accordance with the Statement of Work(SOW) attached as attachment D.	(b) (4)	\$83,358.00



**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 09/28/2015		2. CONTRACT NO. (If any) BBG50-P-15-0859		6. SHIP TO:		
3. ORDER NO. BBG50-P-15-0859		4. REQUISITION/REFERENCE NO. I821-15-IQ-00063		a. NAME OF CONSIGNEE Broadcasting Board of Governors		
5. ISSUING OFFICE (Address correspondence to) Broadcasting Board of Governors, Office Of Contracts, 330 C Street SW, Room 4360, Washington, DC 20237				b. STREET ADDRESS Sonja Gloeckle, 330 Independence Ave SW, Room 1274		
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20237	
a. NAME OF CONTRACTOR D3 SYSTEMS, INC.				f. SHIP VIA		
b. COMPANY NAME D3 SYSTEMS, INC. DUNS: (b) (6)				8. TYPE OF ORDER		
c. STREET ADDRESS 8300 GREENSBORO DR STE 450				<input checked="" type="checkbox"/> a. PURCHASE		b. DELIVERY - Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.
d. CITY MC LEAN		e. STATE VA	f. ZIP CODE 22102-3610		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA 2015-0208-IBB-I821-2547-430000-2015				10. REQUISITIONING OFFICE Broadcasting Board of Governors, Sonja Gloeckle, 330 Independence Ave SW, Room 1274, Washington, DC 20237		
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. EDWOSB						
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %
a. INSPECTION	b. ACCEPTANCE					

**17. SCHEDULE (See reverse for Rejections)**

LINE NO.	QUANTITY	UNIT	UNIT PRICE	AMOUNT	REMARKS
See Lines					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$11,390.00	17(h) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Broadcasting Board of Governors						\$11,390.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Elene Paul, 330 Independence Ave SW, Room 1274							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20237					
22. UNITED STATES OF AMERICA BY (Signature) <i>Herman Shaw</i>						23. NAME (Typed) Herman Shaw		
						TITLE: CONTRACTING/ORDERING OFFICER		



**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO.

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
09/28/2015

CONTRACT NO.  
BBG50-P-15-0859

ORDER NO.  
BBG50-P-15-0859

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h)						

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<u>Section</u>	<u>Description</u>	<u>Page Number</u>
CS	Continuation Sheet.....	5

Section CS - Continuation Sheet

Number	Supplies or Services	Quantity	Unit	Unit Price	Total (Line Price)	
1	Services		(b) (4)		\$11,390.00	
<b>Description:</b> Purchase Order For Afghanistan TV Focus Group <b>SOW:</b> Attached <b>IGCE:</b> \$53,000 (Attached)						
<b>Reference Line:</b> I821-15-IQ-00063 - 0						
<b>Additional Funding:</b> 1. (2015-0206-IBB-I821-2547-430000-2015): \$11,390.00						
Period Base Totals:					\$0.00	\$0.00
Period Exercised Options Totals:					\$0.00	\$0.00
Period Unexercised Options Totals:					\$0.00	\$0.00
Period Base and Options Totals:					\$0.00	\$0.00
Quantity Base Totals:					\$0.00	\$0.00
Quantity Exercised Options Totals:					\$0.00	\$0.00
Quantity Unexercised Options Totals:					\$0.00	\$0.00
Quantity Base and Options Totals:					\$0.00	\$0.00

IDC Constraints Line Item

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

**52.212-4 Contract Terms and Conditions-Commercial Items.****CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (MAY 2015)**

(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 reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance 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 Governmentwide 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 41 U.S.C. chapter 71, Contract Disputes. 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 herein by reference.

(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 original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. 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 41 U.S.C. 7109, 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 Federal, State, and local 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.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 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. chapter 21 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.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

*Alternate I (MAY 2014).* When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

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

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

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. *[Insert portion of labor rate attributable to profit.]*

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

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

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

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

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

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

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

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause-

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.];* and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(l) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs.* The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert "None".]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert "None".)]*

(2) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records.* At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

- (A) The original timecards (paper-based or electronic);
  - (B) The Contractor's timekeeping procedures;
  - (C) Contractor records that show the distribution of labor between jobs or contracts; and
  - (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost-
- (A) Any invoices or subcontract agreements substantiating material costs; and
  - (B) Any documents supporting payment of those invoices.
- (5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an 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)(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 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established 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 in a timely manner;
    - (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 FAR 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.
  - (viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.
- (i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.
  - (ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
  - (iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (8) *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.
- (9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (10) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(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 an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that 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.

**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.**

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-COMMERCIAL ITEMS (MAY 2015)

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

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (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)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 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).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Nov 2011).
- \_\_\_ (iii) Alternate II (Nov 2011).
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
- \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2014) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Oct 2014) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).

- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages-Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- \_\_\_ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- \_\_\_ (29) 52.222-35, Equal Opportunity for Veterans (Jul 2014)(38 U.S.C. 4212).
- \_\_\_ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (31) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(iii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-13.
- \_\_\_ (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (41) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (42)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (44) 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).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (50) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(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:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014)(E.O. 13658).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(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-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
  - \_\_\_(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
  - \_\_\_(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (AUG 2013).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2014) (Executive Order 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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)

**ORDER FOR SUPPLIES OR SERVICES**

IMPORTANT! Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 07/21/2016		2. CONTRACT NO. (If any) BBG50-P-16-0599		6. SHIP TO:	
3. ORDER NO. BBG50-P-16-0599		4. REQUISITION/REFERENCE NO. 1821-16-IG-00050		a. NAME OF CONSIGNEE International Broadcasting Bureau	
6. ISSUING OFFICE (Address correspondence to) Broadcasting Board of Governors, Office Of Contracts, 380 Independence Ave SW, Room 4300, Room 4300, Washington, DC 20237					
7. TO:		b. STREET ADDRESS Office of Research and Assessment (ORA), 380 Independence Ave., SW,		c. CITY Washington	
				d. STATE DC	
				e. ZIP CODE 20237	
7. SHIP VIA					
a. NAME OF CONTRACTOR D3 SYSTEMS, INC.					
b. COMPANY NAME D3 SYSTEMS, INC. DUNS: (b) (6)					
c. STREET ADDRESS 8300 GREENSBORO DR STE 450					
d. CITY MO LEAN		e. STATE VA		f. ZIP CODE 22102-3610	
8. ACCOUNTING AND APPROPRIATION DATA 2016-0206-IBB-1821-1050-2589-2016					
10. REQUISITIONING OFFICE International Broadcasting Bureau, Office of Research and Assessment (ORA), 380 Independence Ave., SW, Attn: Sonja Gloeckle, Washington, DC 20237.					
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) SMALL BUSINESS PROGRAM <input type="checkbox"/> h. EDWOSB					
12. F.O.B. POINT Destination					
18. PLACE OF:		14. GOVERNMENT B/L NO.		16. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		01/31/2017	
15. DISCOUNT TERMS 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 % 0 Days: 0.00 %					

**17. SCHEDULE (See reverse for Rejections)**

--

See Lines

Note: Please acknowledge receipt and acceptance of this Purchase Order Number BBG50-P-16-0599 by signing and return via email, attention: Seneca Belinfante @ sbelinfo@voanews.com.

*Seneca Belinfante*

7/25/2016

Name of Contractor and Signature  
(Print Name of person authorized to sign)

Date



SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$16,781.00	17(i) TOT. (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME International Broadcasting Bureau						\$16,781.00	17(j) GRAND TOTAL
	b. STREET ADDRESS (of P.O. Box) Office of Research and Assessment (ORA), 380 Independence Ave., SW, Attn: Sonja Gloeckle							
c. CITY Washington		d. STATE DC		e. ZIP CODE 20237				
22. UNITED STATES OF AMERICA BY (Signature) <i>Seneca Belinfante</i>						23. NAME (Typed) Seneca Belinfante		

TITLE: CONTRACTING/ORDERING OFFICER



**ORDER FOR SUPPLIES OR SERVICES**  
**SCHEDULE - CONTINUATION**

PAGE NO.

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER  
07/21/2016

CONTRACT NO.  
BBG50-P-16-0599

ORDER NO.  
BBG50-P-16-0599

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17h)

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**Section CS - Continuation Sheet**

1	Services	(b) (4)	\$15,731.00
Period of Performance: 07/21/2016 - 01/31/2017			
Description: Purchase Order BBG50-P-16-0599 is issued in the firm-fixed amount of \$15,731.00 for Global Monitoring Panel (Afghanistan). In accordance with attached Statement of Work and The District Communications Group, LLC., Price Proposal dated May 3, 2016.			
Reference Line: 1821-16-IQ-00050 - 0			
Additional Funding: 1, (2016-0206-IBB-1821-1050-2589-2016); \$15,731.00			
Period Base Totals:			
		\$0.00	\$0.00
Period Exercised Options Totals:			
		\$0.00	\$0.00
Period Unexercised Options Totals:			
		\$0.00	\$0.00
Period Base and Options Totals:			
		\$0.00	\$0.00
Quantity Base Totals:			
		\$0.00	\$0.00
Quantity Exercised Options Totals:			
		\$0.00	\$0.00
Quantity Unexercised Options Totals:			
		\$0.00	\$0.00
Quantity Base and Options Totals:			
		\$0.00	\$0.00

**IDC Constraints Line Item**

Line Number	Minimum Quantity	Minimum Amount	Maximum Quantity	Maximum Amount
1	0.000000	\$0.00	0.000000	\$0.00

**01 Price Proposal**

The D3 Systems, Inc., Price Proposal dated May 3, 2016. (Attached)

**Section CS - Continuation Sheet**

Statement of Work for Global Monitoring Panels (Afghanistan) Attached.

Statement of Work for the Global Monitoring Panels (Afghanistan) Attached.

**PERIOD OF PERFORMANCE**

ITEM	START	END
1	07/21/2016	01/31/2017

**Section CS - Continuation Sheet**

FP & CI Clauses Fixed Price Supply and Commercial Items Clauses (See Attachment).

**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)

**52.203-5. Covenant Against Contingent Fees. (May 2014)**

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of Clause)

**52.203-6. Restrictions on Subcontractor Sales to the Government. (Sep 2006)**

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold.

(End of Clause)

**52.203-7. Anti-Kickback Procedures. (May 2014)**

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause,

(1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and

(2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The 41 U.S.C. chapter 87, Kickbacks, prohibits any person from --

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the

contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.

- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may
  - (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
  - (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(i) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

(End of Clause)

**52.203-17. Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (Apr 2014)**

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

(End of clause)

**52.204-19. Incorporation by Reference of Representations and Certifications. (Dec 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**52.211-5. Material Requirements (Aug 2000)**

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

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; *provided* that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means--

- (1) Previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
- (2) Any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

(End of Clause)

**52.212-1. Instructions to Offerors - Commercial Items. (Oct 2015)**

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and



certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section  
Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--
- (i) ASSIST (<https://assist.dla.mil/online/start/>).
  - (ii) Quik Search (<http://quiksearch.dla.mil/>).
  - (iii) ASSISTdocs.com (<http://assistdocs.com>).
- (3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--
- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
  - (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
  - (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.
- (4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
- (j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-3711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
- (k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.
- (l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

**52.212-3. Offeror Representations and Certifications -- Commercial Items (Apr 2016)**

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site accessed through <http://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (r) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(a).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except--

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that—

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
  - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs [Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it  is,  is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is,  is not a women-owned small business concern.

*Note:* Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It  is,  is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is, a women-owned business concern.

(9) *The bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --  
 (i) It  has,  has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that --

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1 Buy American -- Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":  
Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not fi-

nally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1)  Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(o)(1). The offeror  does  does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(o)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2)  Certain services as described in FAR 22.1003-4(d)(1). The offeror  does  does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(l) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ll) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(l) of this clause.

(1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(e) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(e)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other \_\_\_\_\_

(5) Common parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations—*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The offeror represents that—

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certification.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,300 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t1lsdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation.

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.



(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_

Immediate owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: \_\_\_\_\_

Highest level owner legal name: \_\_\_\_\_

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code \_\_\_\_\_ (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_

(Do not use a "doing business as" name).

(End of Provision)

*Alternate I (Oct 2014).* As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_ Individual/concern, other than one of the preceding.

**52.212-4. Contract Terms and Conditions - Commercial Items. (May 2015)**

(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 reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance 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 41 U.S.C. chapter 71, Contract Disputes. 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 herein by reference.
- (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) *Invoices*.
- (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. 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 41 U.S.C. 7109, 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 at 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 time line 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 Federal, State, and local 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.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (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. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 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. chapter 21 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 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 of the FAR;

(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 (i)(2)(i) of this clause, or fails to perform the agreement at paragraph (i)(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 FAR 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 Use 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.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

**52.212-5. Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Mar 2016)**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3533).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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:

*[Contracting Officer check as appropriate.]*

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

     (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

     (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

     (7) 52.204-13, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

     (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

     (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

     (10) [Reserved]

     (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

     (ii) Alternate I (Nov 2011) of 52.219-3.

     (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (If the offeror elects

- to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
  - \_\_\_ (13) [Reserved]
  - \_\_\_ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (Nov 2011).
  - \_\_\_ (iii) Alternate II (Nov 2011).
  - \_\_\_ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.
  - \_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.
  - \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
  - \_\_\_ X (17) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637 (d)(4)).
  - \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
  - \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
  - \_\_\_ (iv) Alternate III (Oct 2015) of 52.219-9.
  - \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
  - \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
  - \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  - \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
  - \_\_\_ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
  - \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
  - \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
  - \_\_\_ X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - \_\_\_ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
  - \_\_\_ X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - \_\_\_ X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
  - \_\_\_ X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - \_\_\_ X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - \_\_\_ X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
  - \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
  - \_\_\_ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
  - \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
  - \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015), (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
  - \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(o)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(l)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
  - \_\_\_ (36) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
  - \_\_\_ (37) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
  - \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
  - \_\_\_ (39) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
  - \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
  - \_\_\_ X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
  - \_\_\_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
  - \_\_\_ (42) (i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3803 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
  - \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
  - \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
  - \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
  - \_\_\_ (43) 52.225-5, Trade Agreements (Feb 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
  - \_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
  - \_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
  - \_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
  - \_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f).
  - \_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
  - \_\_\_ X (50) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
  - \_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C.

3332).

- \_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (54) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(o) The Contractor shall comply with the FAR clauses in this paragraph (o), 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:

[Contracting Officer check as appropriate.]

- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)
- \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- \_\_\_ X (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- \_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).
- \_\_\_ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(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--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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)

Alternate I.

*Alternate I (Feb 2000)*. As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".

Alternate II.

*Alternate II (Dec 2015)*. As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

(C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(F) 52.222-33, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).

(N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

**[Class Deviation- 2013-O0019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on Sep 25, 2013, and remains in effect for five years, or until otherwise rescinded.**

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEVIATION 2013-O0019) (MAR 2016)**

(a) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (a) 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.

(b)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations, (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(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)

*Alternate I (2013-00019) (Feb 2000).* As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b).

*Alternate II (2013-00019) (Mar 2016).* As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to---

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(b)

(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than---

(i) *Paragraph (a) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (b)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required



by the clause—

- (A) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
  - (B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).
  - (C) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (D) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (E) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
  - (F) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (G) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (H) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (I) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
  - (J) (1) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).  
(2) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
  - (K) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
  - (L) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
  - (M) 52.222-54, Employment Eligibility Verification (Oct 2015) (Executive Order 12989).
  - (N) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E. O. 13658).
  - (O) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (P) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- 52.216-24. Limitation of Government Liability (See Note 1.) (Apr 1984)

52.216-25. Contract Defaultization (Oct 2010)

52.222-50. Combating Trafficking in Persons. (Mar 2015)

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

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"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.

"Commercially available off-the-shelf (COTS) item" means—

- (i) Any item of supply (including construction material) that is—
  - (I) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (II) Sold in substantial quantities in the commercial marketplace; and
  - (III) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"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 subsection 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.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents 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;

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

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)

(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)

(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall--

(1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees 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, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract

with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) 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 until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

(1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation;*

(1) The Contractor shall, at a minimum—

- (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
- (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—

- (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; or
- (iii) Restrict the Contractor from—
  - (A) Conducting an internal investigation; or
  - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

(1) This paragraph (h) applies to any portion of the contract that—

- (i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
- (ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

- (i) To the size and complexity of the contract; and
- (ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is main-

tained), if posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(i) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification*. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(1) *Subcontracts*.

(1) The Contractor shall include the substance of this clause, including this paragraph (1), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required, by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.223-18. Encouraging Contractor Policies to Ban Text Messaging While Driving. (Aug 2011)

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

"Driving"—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

52.225-13. Restrictions on Certain Foreign Purchases. (Jun 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

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

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

(End of clause)

52.225-18. Place of Manufacture. (Mar 2015)

52.225-25. Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications. (Oct 2015)

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

Person—

(1) Means—

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror—

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf of or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sfn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if—

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### **52.232-1. Payments**

As prescribed in 32.111(a)(1), insert the following clause, appropriately modified with respect to payment due date in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, a fixed-price service contract, or a contract for nonregulated communication services is contemplated:

**Payments (Apr. 1984)** The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if --

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of Clause)

#### **ELECTRONIC INVOICING IS A REQUIREMENT OF THIS CONTRACT**

IPP (Invoice Processing Platform) is the no cost on-line Treasury system being used at BBG for vendor invoicing and is a requirement of all new contract awards. The web address for the IPP billing system is [www.ipp.gov](http://www.ipp.gov). IPP is a very easy to navigate vendor invoicing system that allows you to directly attach invoice support (following format types: .doc, .docx, .htm, .html, .jpeg, .jpg, .pdf, .rtf, .tif, .tiff, .xls, and .xlsx). Your invoices will directly route to your COR for review and approval and then to the financial system for review and processing. You will be able to view the approval process directly on-line.

**What do I do now?**

1. If you are already enrolled as an IPP user, follow the BBG notification steps below.

2. If you are not enrolled with IPP then go to the web page [www.ipp.gov](http://www.ipp.gov). In the middle of the page along the right there is a Vendors and "enroll now" button. The vendor requirements can be viewed at this link:

<https://www.ipp.gov/vendors/enrollment-vendors.htm>. Once you are enrolled with IPP follow the instructions below to notify BBG.

#### **BBG notification**

Email the BBG systems team at [efo-financial-systems-team@bbg.gov](mailto:efo-financial-systems-team@bbg.gov) that you have enrolled in IPP and they will code you as an IPP vendor in our financial system. In the subject line of the email state, IPP vendor and your company name, see below for an example: "IPP vendor enroll - ABC Company"

Once you are coded by the systems team you will receive a BBG vendor notification email and your contracts will be available in IPP for you to begin billing. The email notification will be addressed to the POC your company provided Treasury IPP when you registered.

For assistance in enrolling and receiving your IPP password, Treasury toll free customer service is available Monday through Friday from 8:00 am - 6:00 pm at 866-973-3131 and their email address is [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov). BBG is unable to register vendors into IPP or provide/reset passwords.

**1952.232-91 Electronic Invoicing and Payment Requirements - Invoice Payment Platform (IPP) (April 2016)**

Payment requests for all new awards must be submitted electronically through the U. S. Department of the Treasury's Invoice Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in FAR 32.905(b), "Payment documentation and process" and the applicable Prompt Payment clause included in this contract. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice (CO to edit and include the documentation required under this contract):

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The Contractor must use the IPP website to enroll, access and use IPP for submitting requests for payment. Contractor assistance with enrollment can be obtained by contacting the IPP Customer Support desk via email at [IPPCustomerSupport@fiscal.treasury.gov](mailto:IPPCustomerSupport@fiscal.treasury.gov) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer.

(End of Clause)

**52.232-39. Unenforceability of Unauthorized Obligations. (Jun 2013)**

(a) Except as stated in paragraph (b) 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:

- (1) Any such clause is unenforceable against the Government.
- (2) 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.
- (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulation and procedures.

(End of clause)

**52.233-2. Service of Protest. (Sep 2006)**

**52.233-3. Protest after Award.**

**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 Con-

tractor under any contract between the Contractor and the Government.

(End of Clause)

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)

52.243-1. Changes—Fixed Price. (Aug 1987)

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

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

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

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

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

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

(End of Clause)

52.244-6. Subcontracts for Commercial Items. (Feb 2016)

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

"Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

# D3 Systems, Inc.

## Methods Report: Yemen BBG Media Survey, Wave 1

<b>Country:</b> Yemen	<b>Study:</b> Yemen BBG Media Survey
<b>Field Dates:</b> Dec. 9 <sup>th</sup> –Dec. 29 <sup>th</sup> , 2010	<b>Sample Size:</b> Target: 1,100 Actual: 1,112
<b>Research Provider:</b> YPC	<b>Number of Interviewers:</b> 59

### I. Introduction

The Yemen BBG Media Survey –Wave 1 is a face-to-face based survey of the Yemen national population. D3 Systems has contracted with the Yemen Polling Center (YPC) as its field supplier for this survey. The sample of 1,112 adults, all Yemeni nationals, 15+, is representative of Yemen by governorate. The sample consists of 139 *primary sampling units*, and 20 of 21 governorates (Al-Mahrah excluded).

Fieldwork was conducted between December 9<sup>th</sup> to December 29<sup>th</sup>, 2010, by 59 native Arabic-speaking interviewers and 10 supervisors under the management of YPC. The average length of the completed interviews was 52 minutes.

Initial calculations based on a simple random sample yielded a margin of sampling error of  $\pm 2.94$  percentage points at the 95 percent confidence level. However, an estimated design effect of 1.59, produced a total margin of sampling error of  $\pm 3.7$  percentage points at the 95 percent confidence level.

The questionnaire consists of 99 substantive questions, 21 demographic questions, and 28 quality control-management questions.

### II. Project Schedule

Yemen BBG Media Survey W1 project phases are shown in **Table 1**.

**Table 1. Project Timeline**

Project Phases	Start Date	End Date
Translation new items	October 16	October 16
Pre-test	November 8	November 9
Training	December 5	December 14
Field	December 9	December 29
Quality Control	December 12	January 15
Coding-Data processing	January 11	January 26



### III. The Sample: Selection Process and Specifics

#### a. *Target Population*

The target population for the BBG Media Study survey is a nationwide poll of Yemenis ages 15 and over. The sample was drawn using a stratified, multi-stage selection procedure. The population data used is from the 2004 Census provided by Yemen's Central Statistical Organization. This is the most recent and updated data in Yemen. The following section provides a basic overview of the sampling process:

#### b. *Stages of Selection*

##### *Stage 1*

###### **Governorate**

- Interviews are distributed proportionally across 20 of the 21 governorates according to the available population data.
- Al-Mahrah governorate is not included as part of the sample due to its inaccessibility.

##### *Stage 2*

###### **Urban and Rural Stratification**

- The number of interviews were then distributed between urban and rural respondents at the governorate level.
- All population centers with less than 5,000 residents are considered rural (i.e. villages) and those with above 5,000 are considered urban (i.e. metropolitan areas, cities and towns).
- The number of sampling points for each governorate is determined by the population distribution of the provinces within the urban/rural strata

##### *Stage 3*

###### **Sub-governorate (*Hara/Mahala*) Sampling Points**

- Within each governorate a proportionate number of *primary sampling units* (PSUs) are randomly selected by probability proportional to size systematic random sampling.

- The smallest administrative division for which data is available is used. This is the *mahala* in rural areas and *hara* in urban areas. These PSUs also serve as the sampling points.
- According to the official statistics, there are 130,514 *mahala/hara* to be used as potential PSUs in the 20 governorates.
- To achieve a sufficient sample size and complete 8 interviews per sampling point (139 sampling points), 139 *mahala/hara* were selected as PSUs during the Yemen BBG Media Survey.

#### ***Stage 4***

##### **Selection and Replacement of Sampling points**

- The interviewers, as they arrive in the targeted PSU, will sketch it to determine its borders and size as well as start point from which the count starts.
- Within the PSU a random start point is chosen to begin the walking pattern.
- The starting point could be the arrival point or any landmark in the area; however, the location of start point should be different from one PSU to another.<sup>1</sup>
- YPC field interviewers and supervisors are trained to take several measures as to selecting the start point and the walk pattern for both male and female interviewers. The process is made as follows:
  - In normal cases (in cities or areas with a large number of households), both interviewers walk in opposite directions and each interviewer counts the households to his/her right hand.
  - In rural areas where households exist in dispersed and small agglomeration units, these units are distributed among the interviewers. The interviewer treats each unit as a separate one and he walks clockwise and selects the 5<sup>th</sup> household. He continues counting in the next unit.

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<sup>1</sup> In some cases, the supervisor has to contact YPC to adopt a division that is larger than *mahala* due to its small size and too few houses, which does not allow YPC to conduct the required number of interviews. A small village with several *mahalas* is considered to be the PSU and each *mahala* in it is considered to be a block or segment.

**Figure 1. Sample of PSU in Rural Areas (Villages)**



- The PSU is replaced altogether in a few cases and these cases include the possibility of having dangers that threaten field interviewers' safety and inaccessibility issues e.g. the main road linking the area with the outside world is destroyed. These extraordinary conditions must be confirmed by several sources. The following measures are then followed when a replacement takes place:<sup>2</sup>
  - If dangers exist at a small scale within the PSU, the immediate neighboring (*Hara/mahala*) is selected, provided that the substitute PSU has similar geographic, social and economic features to the replaced PSU.
  - If the risk goes beyond the PSU, a new PSU is randomly redrawn, following the same selection mechanism adopted at the very beginning.

## **Stage 5**

### **Household Selection**

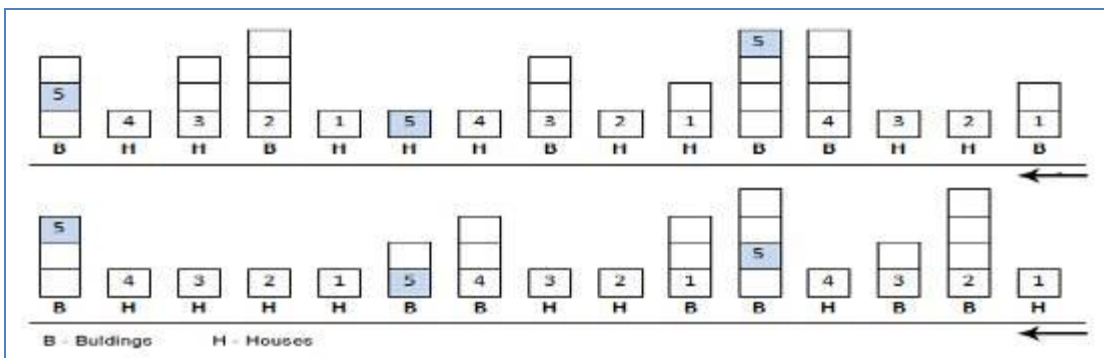
- As the field interviewers decide on the starting point within the PSU, be it the arrival point, the middle of PSU or a landmark like a mosque, school, etc., they follow a certain measure that ensure the randomness of household selection. The households are selected according to count process (4+1), which means that the interview administers the interview in every 5<sup>th</sup> household.

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<sup>2</sup> Please see **Appendix B** for a full list of replacement sample points selected due to security issues or inaccessibility.

- No two interviews can be conducted in one building as to the residential buildings. One flat is selected according to a certain mechanism. The supervisors and interviewers were trained on how to select households as follows:
  - In urban areas, the male interviewer walks in one direction and the female researcher works in the other selecting the houses to their right hand and the main road to their left hand side at intersections.
  - In rural areas where no streets or neighborhoods exist, households are divided into small quarters as mentioned before. These quarters are distributed among the interviewers.
- In general, the count process is followed and they select the 5th household for interview. If it is an individual household or a floor in case of buildings, the floors will be selected according to the mechanism of floor selection in buildings as follows:
  - In the selected building, we will select the top apartment or an apartment in the top floor. When a second building is selected, the researcher will choose the apartment in the floor just before the top floor.
  - When a third building is selected, we will select the apartment in the third floor from top.
- After selecting the household/apartment and conducting the interview with the respondent in it, the researcher continues walking in the same direction and starts counting until reaching the next 5th household.

**Figure 1. Choosing a Household**



- In case of more than one apartment in the selected floor (for apartment blocks), the researcher will select the first apartment to his right in the same ascending direction, and it is allowed to substitute the household or apartment and move to the neighboring one in only two cases:
  - First, if the randomly selected family or respondent refuses to be interviewed, or
  - Second, if the randomly selected respondent is unavailable in the household after three attempts.
    - \* If the randomly selected respondent is not available in the household of selection, the researcher must fix another appointment to return to the respondent once again when the respondent will be available.
    - \* If the respondent refuses to be interviewed, or the household was vacant, the researcher has to move to the next house and continue the walking direction as set by the supervisor.

### *Stage 6*

#### **Respondent Selection**

- The final stage is the selection of the individual (male or female) within the selected household.
- Interviewers utilized a Kish grid for randomizing the target respondent within the household.
- All 15+ residents in a household are listed by name and birth dates (day/month/year), according to ID cards in descending birth order. After listing household members in descending order, respondent is then selected using a Kish Grid.

### *Stage 7*

#### **Respondent Substitution**

- Although in this survey, there were no substitutions for the respondent within the same household. If there were definite refusals, or the interview could not be completed after two callbacks with the designated respondent, the interviewer would

continue on to the next household on the route within the same sampling point.

### *Stage 8*

#### **Callbacks**

- Typically interviewers were required to make two call-backs before replacing the designated respondent.
- These call-backs are made at different times of the same day or different days of the field period.

## **IV. Interview Staff Information**

**Table 2** shows the number of male and female interviewers, the number of interviewers used in past D3 projects, and finally, the number of interviewers new to this project. In this survey 59 interviewers were used, all of which were new to D3 and this project.

**Table 2. Interviewer totals for Yemen BBG Media Survey, Wave 1<sup>3</sup>**

	<b>Female</b>	<b>Male</b>
Number of female/male interviewers	30	29
Number of interviewers previously used in D3 project	-	-
Number of interviewers new to Wave 1	30	29

## **V. Interviewer Training**

### **a. Location of Training**

YPC held two, four-day training workshops for the field researchers and supervisors taking part in the project in the hall of YPC headquarters in Sana'a. In addition, D3 staff observed and assisted in the training workshops in Sana'a throughout the four-day period.

### **b. Who attended the briefings? Who conducted the briefings?**

Interviewers and supervisors were trained by YPC and D3 staff on how to deal with the questionnaire, conduct the interviews, record answers, identify the sample, and choose the start point in the PSUs. Additionally, household and respondent selection processes was reviewed.

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<sup>3</sup> **Appendix A** provides a profile of all 59 interviewers, which includes ID, gender, age, educational achievement, and occupation.

*c. What issues were emphasized in the briefings?*

YPC-D3 coordinators emphasized the following points during the training session:

- Project objectives, purposes and the targeted groups
- Reviewing the questionnaire content and training the field researchers on how to ask the questions and record the answers/conduct the interviews.
- Practicing the sample's application, starting points, and drawing movement maps within the PSU.
- Respondents and household selection mechanism
- Suitable mechanism for conducting the interviews
- Conducting mock and pilot interviews

The training also involved a practical part. Every researcher was assigned to conduct one mock interview at the end of the first day with one of their acquaintances, and to conduct two other real interviews at the end of the second training day. This also involved the random selection of household in different areas of the capital city, Sana'a. These interviews were used to evaluate researchers and to detect deficiencies to be addressed during the training days.

## VI. Refusal Rates

**Table 3. F2F Disposition Table – Refusals / Non-contacts/ Completed Interviews**

<b>Reason of Replacement</b>	<b>Number</b>
<b>NOT ABLE TO ENTER RESIDENTIAL BUILDING</b>	
Door locked	71
Door not locked but no one came to open the door	8
Security guards did not allow them to conduct interviews in that area	1
Unsafe (animals, fighting within household, etc.)	0
<b>HOUSEHOLD NOT ELIGIBLE</b>	
Non Residential building	37
<b>SELECTED RESPONDENT INTERVIEWED</b>	
Completed Interviews	926
<b>REFUSALS (TOTAL)</b>	69
Outright refusal at the door	1
<b><i>Outright refusal by respondent (TOTAL)</i></b>	41
Refused Survey Topic	0
Refused All Surveys	39
Refused Survey By Face-to-Face Specifically	0
Refused Survey Too Long	2
<b>NON-CONTACTS (TOTAL)</b>	27
Respondent not available to attend interview	15
Reported long term absence during field period	12

**Table 4. Reasons for Interview Refusals or Termination**

<b>Reason</b>	<b>Total</b>
Unsuitable Time	27
Did not share their own ideas	0
Due to survey topics	0
Would not take part in such surveys	39



In **Table 5**, the following outcome rates were calculated for this survey: the response rate, refusal rate, contact rate, and cooperation rates.<sup>4</sup>

**Table 5. Disposition Rates**

DISPOSITION RATES		
RATE	FORMULA/CALCULATION	PERCENT
Value for e	HH with respondent/ HH where eligibility was determined	82%
Response Rate 3	$I / (I)+(R+NC+O)+e(UH+UO)$	88.9%
Cooperation Rate 3	$I / (I+R)$	96%
Refusal Rate 2	$R / (I)+(R+NC+O)+e(UH+UO)$	3.5%
Contact Rate 2	$(I+R+O) / (I)+(R+NC+O)+e(UH+UO)$	92.5%

**Where:**

I = Complete Interviews	UH = Unknown household
R = Refusal and break-off	UO = Unknown, other
NC = Non-Contact	e = estimated proportion of cases of unknown eligibility that are eligible
O = Other	

<sup>4</sup> D3 uses the rates published by AAPOR found here: The American Association for Public Opinion Research. 2009. *Standard Definitions: Final Dispositions of Case Codes and Outcome Rates for Survey*. 6<sup>th</sup> edition.

## VII. Population Figures and Wave 1 Results

The following national population data in **Table 6** comes from **Yemen, Central Statistical Organization from 2004**.

**Table 6. Current Survey: Wave 1 (N=1,112) Population Figures**

	<b>National Population %</b>	<b>Realized Sample (unweighted)</b>	<b>Sample (weighted by TotWt)<sup>5</sup></b>
<b>Gender</b>			
Male	51%	50%	50%
Female	49%	50%	50%
<b>Age</b>			
15-29	55%	46%	55%
30-49	29%	39%	29%
50+	16%	16%	16%
<b>Geographic Code</b>			
Urban	27%	29%	27%
Rural	73%	71%	73%
<b>Province/City/Region</b>			
'Adan	3%	3%	3%
'Amran	5%	4%	5%
Abyan	2%	2%	2%
Ad Dali	2%	2%	2%
Al Bayda'	3%	3%	3%
Al Hudaydah	11%	11%	11%
Al Jawf	2%	2%	2%
Al Mahrah <sup>6</sup>	<1%	-	-
Al Mahwit	3%	2%	2%
Amanat Al Asimah	9%	9%	8%
Dhamar	7%	8%	8%
Hadramaut	5%	5%	5%
Hajjah	8%	8%	8%
Ibb	11%	12%	12%
Lahij	4%	4%	4%
Ma'rib	1%	1%	1%
Raymah	2%	2%	2%
Sa'dah	4%	4%	4%
Sana'a	5%	4%	5%
Shabwah	2%	2%	2%
Ta'izz	12%	12%	12%

<sup>5</sup> TotWt provides weights for Age and Urban-rural status.

<sup>6</sup> Excluded due to inaccessibility.

## VIII. Weighting (D3 Calculations)

There are three weighting variables in the data set: AgeWt, GeoWt, and TotWt. AgeWt weights by age. GeoWt weights by urban-rural status. TotWt weights by age and urban-rural status ( $TotWt = AgeWt \times GeoWt$ ).

### Population and Sample Distributions: Age

Population	Total	Sample	Total
15-29	55%	15-29	46%
30-49	29%	30-49	39%
50+	16%	50+	16%
Total	100%	Total	100%

Weight Factors	AgeWt
15-29	1.19565217
30-49	0.74358974
50+	1.00000000

### Population and Sample Distributions: Urban-Rural

Population	Total	Sample	Total
Urban	27%	Urban	29%
Rural	73%	Rural	71%
Total	100%	Total	100%

Weight Factors	GeoWt
Urban	0.93103448
Rural	1.02816901

## **IX. Quality Control Methodology**

### ***a. Fieldwork Documentation***

YPC uses different forms that greatly help field supervisors and interviewers, as well as desk supervisors at the headquarters to observe the fieldwork implementation, to control household and respondent selection. The interviewers have to do the following with these forms:

- Filling in all data for all households and buildings they come across in their walking pattern in the block details tables, including those knocked for interview.
- In the form meant for response rate calculation, the interviewer has to record that data of all households selected for interviews regardless of whether the interview was conducted or not.
- Drawing maps for the area in which the interviews were conducted and these maps help decide the course of walk and the location of households where interviews were conducted as well as some features of the targeted areas.

### ***b. Quality Control Methods***

YPC uses different measures and tools to ensure the fieldwork quality and these measures include:

- Daily reports by fieldwork supervisors and the heads of fieldwork teams
- Contacting some researchers on a daily basis. The researchers to be contacted are selected randomly. They are asked about their whereabouts, the serial number of the questionnaire he/she is conducting, the answers of some core questions in the questionnaire. as well as the methods in which the respondent's answers are recorded.
- Ensuring the adherence of researchers to methods of starting points and household and respondents' selection
- Direct contact between the field supervisors and YPC officers to inform them about any problems and to ask questions about the questionnaire, if any.

- Contacting some respondents who willingly agreed to give their phone numbers and reviewing their answers for a number of core questions like those of age, income, educational level, and professional status.

Desk supervisors at YPC headquarters contacted a random sample of respondents (164 respondents) to verify the interviews and the result was as follows:

**Table 7. Results of Verification Contacts**

<b>Details</b>	<b>No.</b>
Respondent answered the phone	110
Respondent refused to cooperate	35
Phone switched off or unobtainable	19
Total	164

The people contacted for verification were asked some questions from the questionnaire, including additional questions that seek to evaluate the interviewer:

- Office supervisors administered the questions relating to radio stations and satellite channels the respondent listened to or watched by respondents.
- They also asked the questions about the main household information, number of household members over 15 years of age
- Office supervisors also asked about whether or not the interviewers had explained to them the purpose of the interview

***c. Review and Back-checking***

- Field researchers are requested to send the completed questionnaires in batches as soon as they finish them. These questionnaires are fully reviewed– question by question – to make sure that everything is fine.
- Reviewing the mechanisms used for recording the data and making sure that all questions are answered and recorded.
- Matching the data provided by some respondents who are randomly selected to make sure that the interview was conducted with the right respondent and all answers were adequately recorded.
- Matching the recorded information with the fieldwork registers.

**Table 8. Results of Backcheck Review**

	<b>Interviews Rejected</b>	<b>Questionnaires Returned for Correction</b>	<b>Interviews Terminated</b>	<b>Reviewers</b>
Before Completion of Review	0	225	1	0
After Completion of Review	0	0	0	0

- To correct some mistakes in them, office supervisors contacted the interviewers to visit the respondents and ask some questions whose answers were not consistent with the answers of other questions, or those questions that were not asked at all. The next section highlights the details of these checks.

***d. Problems Associated with Rejection of Questionnaires***

- Due to the questionnaire length and the overlapping nature of many questions, there have been contradictions in some respondents' answers particularly those of Q4 and Q5. For example, the respondent says he/she does not use the TV (Q4) and again he/she says the main source from which he gets information and news is TV. We later came to know that the problem lies in the fact that some respondents do not have TV sets at their homes, but they watch it in other places and they consider it their first source of information.
- In some answers for Q55, the answer recorded was "not applicable" despite the fact that the respondent watches news and information from that channel.
- At Q10, some respondents answered that the last time they listened to the radio was several years ago. This caused some confusion for interviewers in subsequent questions. For example, in Q22, which measures the time the respondent listens to news on the radio, he/she is not able to recall the time as he/she no longer listens to it. This also applies in Q23 regarding the preferences of respondents for length and type of news bulletins to be telecasted by radio stations. It is also true for Q24 with respect to favorite radio stations, as well as Q25 which measures the respondents' reasons for turning the radio on. Finally, in Q26, any person who listened to the radio many years ago had difficulty providing logical answers to these questions.

*e. General Notes About the Questionnaire*

- In D8 (level of religiosity), some respondents revealed they are not strong believers though they regularly perform their religious duties. There is no contradiction here at all since some people in Yemen tend not to think of themselves as believers as they are still aspiring to reach higher levels of religiosity.
- For D19a, some respondents have no access to electricity; however, they have electrical devices in their homes like TVs. Again, there is no contradiction here as some areas in Yemen do not rely on electricity for operating these types of electronic devices. They could use car batteries for that end.
- There is no data about the social class (D20). There are no distinct criteria to distinguish social classes in Yemen. This data will have to be developed in future studies.
- In questions 83 to 93 (Political Attitudes section), the interviewers did not ask some of the questions as they felt that this could be of some risk. These questions were in some cases too sensitive for the respondents. This measure has led to missing respondents for some of the questions. The questions that posed risks are found in **Appendix C**. The number of respondents “not asked” is listed in the table.

## X. Key Challenges

The project faced several problems and challenges centered around the objections of the government institutions. YPC was required to stop the fieldwork on December 13, 2010. On December 12, 2010, the Central Statistics Office (CSO) General Manager visited YPC headquarters and insisted on getting a copy of the questionnaire. The CSO further warned that current YPC activities were illegal. According to the CSO, YPC should have asked for the CSO's consent before fielding the survey, on the grounds that it is the CSO's task to implement any surveys, public opinion polls, etc.

Similarly, YPC received a letter from the Ministry of Social Affairs and Labor that ordered them to halt the fieldwork. The pretext was that the questionnaire "arouses suspicion, has political ends that have nothing to do with the questionnaire's subject, undermines the social harmony, national identity, and national unity." The letter added that the questionnaire harms the people's unity, religion and democracy. After YPC received the letter, they directed the field interviewers on December 14, 2010, to halt any fieldwork until terms were reached with the Ministry of Social Affairs and Labor. Nevertheless, it was not possible to halt all field teams on December 14 because they were already conducting the interviews in the field.

Only one interview was conducted in Dhamar governorate on December 15. The female interviewer scheduled this interview the previous day, as she visited the respondent and did not find her. Other field teams had to halt fieldwork completely. Later, YPC decided to resume the fieldwork gradually and started working in some governorates where it was possible to conduct the interviews with little or no security control.

On December 16, YPC resumed the fieldwork in Taiz, Ibb and Amran, governorates. The fieldwork in Al-Hodeidah, Dhamar and Sana'a resumed on December 17. As YPC resumed the fieldwork, interviewers were told to take the following cautionary measures:

- Teams were told to exercise utmost caution and to move in the field as freely as possible. Field teams were not supposed to move in groups. Each interview was asked to go alone to the targeted area so that they would not attract the attention of government authorities.
- Contact between the interviewers and the center was determined by the project coordinator.
- YPC asked the interviewers not to ask any questions which might be sensitive to respondents, and invite them to refuse to be interviewed altogether.
- Further, the delivery of completed questionnaires in Sana'a city was changed. The supervisors and heads of field teams were directed to deliver the completed questionnaires in person.



## **XI. Yemen During Field**

The project was implemented at a time the country witnesses disturbed political and security conditions.

- At the political level, the political crisis between the ruling the General People Congress (GPC) and the opposition parties represented in the Joint Meeting Parties (JMP) reached a critical juncture, especially when the parliament passed a new elections law. The law, considered by the JMP to go against former agreements that dictate the adoption of a list of proportional representation between the two sides, was approved by the parliament amidst the boycotting of JMP blocs.
- At the security level, the security situation in south Yemen was tense and there were armed clashes between the Yemeni army and Al-Qaeda elements in Abyan governorate. There were also different clashes in some southern cities and areas between security forces and groups calling for self-determination in the South.

## Appendix A: Interviewer Staff Information

<b>ID</b>	<b>Gender</b>	<b>Age</b>	<b>Education</b>	<b>Occupation</b>
53	Female	25	BA	Interviewer
113	Male	25	BA	Interviewer
300	Male	28	BA	Interviewer
350	Female	31	Computer Degree	Interviewer
352	Male	25	BA	Interviewer
401	Male	36	BA	Teacher
426	Female	25	BA	Employee
435	Male	35	BA	Teacher
436	Female	37	BA	Teacher
285	Female	26	BA	Interviewer
438	Male	21	BA	Interviewer
75	Male	31	BA	Interviewer
325	Female	25	BA	Interviewer
370	Female	26	BA	Interviewer
390	Male	37	Post-Secondary School Education Diploma	Security Guard
328	Male	32	BA	Employee
455	Female	20	Secondary School Certificate	Interviewer
411	Male	32	Diploma	Head of Training Dept., Social Welfare Fund
452	Female	27	Secondary School Certificate	Interviewer
70	Male	31	Diploma	Interviewer
71	Female	25	BA	Interviewer
339	Female	30	BA	Interviewer
353	Female	25	BA	Interviewer
403	Male	25	BA	Interviewer
450	Female	38	MA	Interviewer
451	Female	38	BA	Teacher
271	Male	38	MA	Education Inspector
354	Female	24	BA	Interviewer
356	Female	24	Diploma	Interviewer
375	Male	37	Diploma	Employee
412	Male	24	BA	Interviewer
282	Male	32	BA	Social Worker
283	Female	28	BA	Teacher
341	Female	28	BA	Interviewer
454	Male	36	BA	Teacher
131	Male	33	BA	Teacher
294	Female	28	BA	Interviewer
439	Male	28	BA	Teacher
457	Male	31	BA	Employee
453	Female	24	BA	Reader, Computer Department
218	Female	28	BA	Interviewer
320	Male	28	BA	Interviewer
321	Male	28	BA	Interviewer
345	Female	28	BA	Interviewer

### Appendix A: Interviewer Staff Information (Continued...)

368	Male	33	Dimploma	Teacher
434	Female	22	Secondary School Certificate	Interviewer
153	Male	26	BA	Employee
428	Female	20	Secondary School Certificate	Interviewer
167	Male	26	BA	Interviewer
456	Female	25	University Student	Interviewer
96	Female	27	BA	Interviewer
431	Female	25	BA	Interviewer
371	Male	37	BA	Teacher
377	Female	25	Diploma	Teacher
289	Male	27	BA	Radio Programs Writer
376	Female	29	BA	Interviewer
272	Male	24	BA	Interviewer
383	Female	35	BA	Teacher

## Appendix B: Replacement of Sample Points Due to Security or Inaccessibility

Governorate	District	Ouzla	Zone/Quarter	Village	Mahalal	Substitution Reasons
<i>Original Sampling Points</i>						
Al-Jawf	Al-Matemah	Huson Al Sinan	-	Wadi Sarirah	Al-Nasrah	Security Reasons
Al-Jawf	Rajwzah	Al-Qarshah	-	Al-Dahdhah	Al-Kafilah	Security Reasons
Hadramout the Valley	Wadi Al-Ain	Wadi Al-Ain	-	Laqlat	-	Inaccessible
Hadramout, the Valley	Huraidhah	Huraidhah	Huraidhah	Huraidhah	-	Inaccessible
Amran	Al-Madan	Bani Awf	-	Qufai'a	Bait Al-Mandaliq	Security Reasons
Abyan	Sabah	Sabah	-	Atf Al-Rak	-	Security Reasons
Hajjah	Washhah	Dha'en	-	Al-Musigid	Al-Marqab	Security Reasons
<i>Substitute Sampling Points</i>						
Al-Jawf	Al-Khalq	Al-Rowdh	-	Al-Khalq	Al Samnan	-
Al-Jawf	Al-Maslob	Al-Maslob	-	Al-Masajid	-	-
Hadramout, the Valley	Shibam	Shibam	-	Al-Hazmah	-	-
Hadramout, the Valley	Sayun	Sayun	Shahuh	Sayun	-	-
Amran	Raydah	Dhaifan	-	Wa'lah	-	-
Abyan	Ahwar	Ahwar	-	Al-Mihsamah	-	-
Hajjah	Sharis	Sharis Al'ala	-	Al-Kubra	-	-

## Appendix C: Questions Not Administered to Respondents Due to Risk

Question No.	Respondents who Answered this Question	No. Missing
Q89	925	187
Q91a	944	168
Q91b	944	168
Q91c	944	168
Q91d	944	168
Q91e	944	168
Q91f	944	168
Q91g	944	168
Q91h	944	168
Q91i	944	168
Q90a	945	167
Q90b	945	167
Q90c	945	167
Q90d	945	167
Q90e	945	167
Q90f	945	167
Q88a	1034	78
Q88b	1034	78
Q88c	1034	78
Q87	1039	73
Q86	1094	18
Q85a	1096	16
Q85b	1096	16
Q85c	1096	16
Q85d	1096	16
Q85e	1096	16
Q85f	1096	16
Q85g	1096	16
Q85h	1096	16
Q85i	1096	16
Q85j	1096	16
Q85k	1096	16
Q85l	1096	16
Q85m	1096	16
Q85n	1096	16
Q92	1096	16
Q93	1096	16
Q83	1097	15
Q84a	1097	15
Q84b	1097	15