

# Technical Assistance and Support Contract TASC2

## Generic Contract

*Actual Contracts have a cover sheet and specific information pertaining to individual contractors on pages 1 - 5. Otherwise they are identical.*

## PART I - THE SCHEDULE

GHS-I-00-03-000\*\*-00

### SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 PURPOSE

The purpose of this contract is:

to establish a world-wide mechanism that supports USAID Missions and Bureaus in the implementation of their Strategic Objectives pertaining to maternal health, child health and nutrition, including Vitamin A.

#### B.2 CONTRACT TYPE AND SERVICES

This task order, issued under the Basic IQC is either Firm Fixed Price (FFP) or Cost Plus Fixed Fee (CPFF).

#### B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of \$25,000 which will be applied to the first task order. After the initial obligation any additional funds will be obligated through individual task orders.

#### B.4 MAXIMUM TASK ORDER

Each task order will have a ceiling price. The contractor shall not be paid any amount in excess of the ceiling price without advance, written approval of the Contracting Officer.

#### B.5 OBLIGATED AMOUNT, ESTIMATED COST

The Total Estimated Cost Plus Fixed Fee for each task order must be negotiated in accordance with the terms of the IQC. In no event may the indirect rates or fixed fee for a task order exceed the ceilings set forth in Section B.7 and B.8 of the IQC. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs determined in accordance with Federal Acquisition Regulation (FAR) Subpart 52.216-7, Allowable Cost and Payment, and FAR Subpart 52.216-8, Fixed Fee, A-21 (for universities), and A-122 (non-profit).

#### B.6 INDIRECT COSTS (ODCS)

The contract cause entitled "Allowable Cost and Payment (MAR 2000)", specifies that indirect cost rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates for each of the Contractor's accounting periods which will apply to this contract, payments on account of allowable indirect costs shall be made on the basis of the negotiated provisional rate(s) applied to the base(s) which is (are) set forth (for applicable ODCs under task orders, as authorized by the cognizant CO):

Description	Rate	Base	Type	Period
Fringe	XXXX	1/	1/	1/
Overhead	XXXX	2/	2/	2/
Subcontract/Subrecipient Management	XXXX		3/	3/ 3/

Base of Application

- 1/.....
- 2/.....
- 3/.....

Note 1: Contractors are allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is a part of the contractor’s usual accounting procedures, consistent with FAR Part 31, and a Negotiated Indirect Cost Rate Agreement (NICRA).

Note 2: While subcontractor indirect costs are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above maybe included in task order proposals, and are subject to the approval of the TOCO IAW FAR Subpart 52.244-2, Subcontracts.

**B.7 CEILING ON INDIRECT COSTS**

This clause is applicable to CPFF Task Orders only

(1) Reimbursement for indirect costs shall be at the lower of the negotiated final predetermined rates, or the following ceiling rates:

Description	Rate	Base	Period
Overhead	XXXX	1/	XXXX 2/ XXXX 2/
Fringe Benefit Rate	XXXX	1/	XXXX 2/ XXXX 2/
Subcontract/Sub-recipient Rate Management			XXXX 1/ XXXX 2/ XXXX 3/

Base of Application

- 1/.....
- 2/.....
- 3/.....

(2) The Government will not be obligated to pay any additional amount should the final indirect costs rates exceed the negotiated ceiling rates. If the final costs rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.

(3) This understanding shall not change any monetary ceiling, obligations, or specific cost allowances or disallowances. Any changes in classifying or allocating indirect costs require the prior written approval of the CO.

#### B.7 CEILING ON FIXED FEE

For each task order issued under this IQC, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4, as well as, any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual task order exceed eight (8) percent (offeror proposes ceiling percentage) of B.7 CEILING ON INDIRECT COSTS

#### B.8 CEILING ON FIXED FEE

The negotiated maximum fixed fee for work performed by the prime contractor is X%. The negotiated maximum fixed fee for work performed by subcontractors is X%.

#### B.9 LABOR

Compensation of personnel under this contract or any resulting subcontract must be IAW AIDAR 752.7007, Personnel Compensation (July 1996).

##### (a) LABOR

(a)(1) U.S. Personnel. All U.S. personnel shall be paid IAW rates negotiated between the contractor and the cognizant USAID Contracting Officer. (Note: If the contractor can demonstrate that a third country national (TCN) or cooperating country national (CCN) is a resident of the United States, and is provided the same benefits and on the same pay scale as U.S. counterparts in a particular labor category, the contractor may request the utilization of the U.S. salary rate for those TCNs and CCNs. These requests will be reviewed on a case- by-case basis and will be subject to the prior approval of the TOCO.)

The negotiated rates for individual U.S. expatriates shall be based upon a combination of factors including, but not limited to, the labor category under which the individual is being considered for utilization, consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level, which shall not exceed the established current ES-6 daily rate. ES-6 rate as of the date of the award of this contract is \$134,000 per year or \$515.00 per day, subject to annual revisions.

(a)(1)(i) The following qualification levels expected in the recruitment and selection of U.S. personnel are illustrative only. Requests for Task Order Proposals (RFTOP) shall define required personnel qualifications and experience.

Level I: A Level I Specialist must have an M.D., Ph.D., or its equivalent, and ten years of relevant work experience, of which no less than five years must have been spent working in a developing country context.

Level II: A Level II Specialist must have an M.D., Ph.D., or its equivalent, and five years of relevant work experience, of which no less than two years must have been spent working in a developing country context.

Level III: A Level III Specialist must have an MPH, other master's level degree, and

three years prior work experience in a relevant area.

Note: The minimum qualifications defined for personnel specialists shall be strictly followed in the selection and payment of personnel via the task order system. In all cases where equivalent work experience is substituted for educational requirement, required years of work experience are in addition to the years of work experience listed for the level/position for either the masters or doctoral degree. For example, using the example above, an individual with a Masters degree proposed under Level I must have (as a minimum) a total of fourteen years relevant work experience (four years to satisfy the requirement for the equivalent of a doctoral degree in addition to the ten years of relevant work experience required).

(a)(2) Locally-Hired National Personnel or Other Non-U.S. Expatriates. All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. The negotiated rates for individual locally-hired personnel and other non-U.S. expatriates shall be based upon a combination of factors including, but not limited to, prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year, except for annual salaries at the ES-6 level, which shall not exceed the established current ES-6 daily rate.

(a)(3) IQC Project Director. The contractor for the base award shall designate an IQC Project Director (key personnel) i.e., central point of contact for management responsible for responding to task order proposal requests, central reporting, and central meetings with the base award CTO. Management backstopping as it relates to task order implementation is a cost that will be negotiated on a task order by task order basis.

(b) Other Direct Costs. Other allowable direct costs necessary for the performance of the work, including, but not limited to, such costs as DBA and Medevac insurance, travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the Contractor's indirect cost rate pools shall not be charged as another direct cost. Lodging and Subsistence costs may be authorized for locally-hired national personnel, if the terms of the task order require travel, IAW the clause of this contract entitled "Travel and Transportation (JAN 1990)", AIDAR 752.7002. Costs for U.S. expatriate travel/transportation to perform services overseas may be authorized by the Contracting Officer or designee IAW the same "Travel and Transportation" clause. The TOCO shall make the determination whether or not other direct costs are allowable, IAW the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations, FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

## **B.10 TASK ORDER LIMITATIONS**

**B.10.(a) Cost-Plus-Fixed-Fee (CPFF) Task Orders.** When issuing CPFF task orders, the TOCO

must state in the task order the total estimated cost plus fixed fee, which is the total amount of the task order and the maximum amount the Contractor may be paid without the advance written approval of the cognizant CO. This maximum amount represents the negotiated mix of the prime contractor's and subcontractor's professional labor categories and salaries, an estimated number of workdays, other direct costs, and fixed fee.

B.10.(b) Firm-Fixed Price (FFP) Task Orders. When issuing FFP task orders, TOCOs must state in the task order the FFP, which represents the total amount of the task order and the maximum price the contractor may be paid to perform the services, reports, or other deliverables in the task order.

B.10.(c) Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a task order in the amount of less than \$50,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$50,000 and is awarded a task order to do so, the Contractor shall be required to provide said services and reports/deliverables IAW the Contract's terms and conditions.

B.10.(d) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a task order amount of more than \$2,500,000, the Contractor is not obligated to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$2,500,000 and is awarded a task order to do so, the Contractor shall be required to provide said services and reports/deliverables IAW the Contract's terms and conditions.

B.10.(e) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities (see Section H of this contract); or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27, Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 (see Section H), the Contractor, after written notification to the CTO, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire

the supplies or services from another source.  
END OF SECTION B

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT  
Technical Assistance Support Contract (TASC2)

\*\*\*\*IAW TASC2 SECTOR SPECIFIC DESCRIPTION(S)/WORK STATEMENT\*\*\*\*

C.1 OBJECTIVE AND GENERAL DESCRIPTION

THE SECTOR SPECIFIC TASC2 OBJECTIVES ARE: XXXXXX

C.2 BACKGROUND AND RATIONALE

C.2.(A) BACKGROUND

C.2.(B) RATIONALE

C. 3 SCOPE OF WORK

Contractor's Role Within TASC2

C. 3. (a)

Description of Functional Activities and Tasks

C. 3. (b) (1)

The Contractor may be directed to undertake the following functions:

(a)

and/or nutrition programs; and

(b)

Illustrative tasks include:

-

-

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C.3.(b)(2)

The Contractor may be directed to undertake the following functions:

(a)

(b)

(c)

(d)

(e) Assist in the implementation of the interventions.

Illustrative tasks include:

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-

-

-

-

C.3.(b)(3) Delivery

Organize or subcontract training;

Advise host governments or non-governmental organizations

on improved service delivery strategies, based on experience in other counties;

Cooperatively design service delivery interventions which will lead to improved results;  
and  
Coordinate and facilitate training programs in USAID- supported countries in the areas of maternal health, child health and/or nutrition.  
Provide long-or short term technical assistance to review and assess facility based services;  
Provide long-or short term technical assistance to review and assess community based services;  
Propose programs to improve delivery of maternal, and child health and nutrition services;  
Provide long-or short term technical assistance to assist in the establishment of community-based programs; and  
Provide long-or short term technical assistance to assist in the establishment of facility-based programs.  
Per USAID CIB 94-23, the contractor may be required to manage and administer grants after they are awarded by USAID. The contractor will not be authorized to execute or award grants on behalf of USAID.  
In order to perform the scope of work set forth in Section C.2. above, the Contractor shall provide the appropriate specialist personnel, meeting or exceeding the education and experience levels of the Functional Labor Categories indicated below.

#### C.4 PERFORMANCE MONITORING

he Contractor may be directed to undertake the following functions:

(a) Conduct analyses and prepare assessments of existing service delivery activities;

(b)

(c)

(d)

Assist in the implementation of the interventions.

(e)

Illustrative tasks include:

-

-

-

#### C.5 REQUIRED PROFESSIONAL SKILLS

C.5.(a) U.S. and Non-U.S. Expatriate Professionals

Level III: A Level III Specialist must have a MPH, other masters level degree, and three years prior work experience in a relevant area.

NOTE: The minimum qualifications defined in the levels for each functional labor category shall be strictly followed in the selection and payment of personnel via the Task Order system. In all instances where either an M.D., Ph.D. or equivalent (i.e., a doctoral degree) is required, the equivalent is defined as a Masters degree in the relevant technical discipline plus four years of relevant professional work experience. In all cases where equivalent work experience is substituted for the educational requirement, required years of work experience are in addition to the years of work experience listed for the level/position for either the masters or doctoral degree. For example, an individual with a Masters degree who is proposed under Level I must have (as a minimum) a total of fourteen years relevant work experience (four years to satisfy the requirement for the equivalent of a doctoral degree in addition to the ten years of relevant work experience required). When requested to respond to a Task Order statements of work, the Contractor shall provide, as required, CV's and completed Contractor Employee Biographical Data Sheets. The position descriptions for each of the locally-hired nationals are to be proposed by the Contractor when they are required for task orders. The descriptions shall define the overall experience and educational credentials that are required.

1. The contractor shall develop and maintain a data base for consultants and other experts for possible use under this contract as short- or long-term advisors. The contractor's consultant data base should include expertise in the following technical areas. However, if a contractor specializes in a particular technical area or areas, its data base does not have to include experts in all areas.

C.5.(b) Locally-Hired National Personnel

C.5.(c) Functional Labor Categories

1. behavior change communications
2. birth spacing
3. birth preparedness
4. breastfeeding and complementary feeding
5. community development
6. condom social marketing
7. control of acute respiratory infection
8. diarrheal disease control
9. environmental health

10. epidemiology
11. essential obstetrical care
12. ethnographic research
13. food security
14. growth monitoring
15. health care financing
16. health services research
17. health program management
18. health policy
19. health social marketing
20. health sector reform
21. health technology assessment
22. health behavior change communications
23. HIV/AIDS prevention programs
24. immunization
25. infant nutrition
26. infectious diseases
27. integrated management of childhood illness
28. malaria
29. maternal health
30. maternal nutrition
31. micronutrients

i) Project Director. S/he should have demonstrated experience in the field of health care delivery in developing countries, with emphasis on primary health care services. The Project

Director is expected to provide vision, direction, and leadership in bringing together disparate technical areas which span all regions of the world. In addition to providing technical leadership, the Project Director should have experience at supervision of professionals and have experience in managing USAID financed projects, be familiar with USAID policies and administrative procedures, and have experience in design and implementation of overseas health projects. This person must have strong writing and oral presentation skills. Language ability at FSI-2 level in Spanish and/or French, is desirable. Educational background should be at a minimum, a masters degree in public health or a related area (e.g. economics, sociology, anthropology, etc, with a health concentration).

32. nutrition
33. nutritional aspects of food aid
34. obstetrical complications
35. operations research
36. organizational development
37. orphan programs
38. perinatal and newborn care
39. pharmaceutical management

40. policy development
41. postpartum care
42. prosthetics programs
43. quality assurance
44. reproductive health
45. respiratory diseases
46. safe delivery
47. STD case management programs
48. supervision
49. training
50. tuberculosis case management
51. vaccination services
52. vaccine development
53. vaccine production
54. vitamin A
55. other health disciplines, as appropriate

The contractor shall provide consultants with the specified expertise, availability, language proficiencies, and experience. The contractor shall provide all necessary logistical support, including travel arrangements (including USAID clearances), computer support, team planning facilitation, and report editing and dissemination.

2. Staffing: To carry out this statement of work, the contractor shall provide a combination of permanent staff and consultants. In order to respond to the complete range of possible needs, the contractor shall maintain a computerized data base of consultants, identified by areas of expertise, language abilities, and experience.

#### Specific Minimum Staff Requirements:

All contractor staff members are expected to have ability to use personal computers, be experienced in word processing and spreadsheet packages such as Word Perfect, Lotus, and others.

END OF SECTION C

## SECTION D - PACKAGING AND MARKING

### D.1 AIDAR 752.7009 MARKING (JAN 1993)

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem.

Shipping containers are also to be marked with the last five digits of the USAID financing

document number. As a general rule, marking is not required for raw materials shipped in bulk

(such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of

commodities to be shipped, and as early as possible for project construction sites and other

project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the

Cooperating

Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators,

and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be

sent to the Contracting Officer; the original should be retained by the Contractor.

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.

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference

(by Citation Number, Title, and Date) IAW the clause at FAR "52.252-2 CLAUSES INCORPORATED BY

REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
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FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
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52.246-4	INSPECTION OF SERVICES-FIXED PRICE	
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52.246-5	INSPECTION OF	APR 1984
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	SERVICES--COST-REIMBURSEMENT	
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### E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs

shall take place at: USAID, Global Health, 3rd Floor, Ronald Reagan Building, 1300 Pennsylvania

Avenue, N.W., Washington, D.C. 20523-7100; or at any other location where the services are

performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

### E.3 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance in accordance with performance standards/ indicators established under task orders and in Section C of this Contract shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract. The CTO and Contracting Officer will undertake an evaluation at the conclusion of each task order and forward a copy to the USAID/W CTO and Contracting Officer. In addition, each year, the Global Health Bureau will survey Missions and implementing agencies regarding their level of satisfaction with services rendered under this contract.

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) IAW the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15 1989	STOP-WORK ORDER	AUG
	ALTERNATE I (APR 1984)	
52.247-34 NOV 1991	F.O.B. DESTINATION	NOV 1991

### F.2 PERIOD OF PERFORMANCE

The ordering period for this contract is September 30, 2003 to September 29, 2008. Although task orders may be issued at anytime during this ordering period, two constraints apply to the

period of performance for task orders. First, the period of performance for a task order may not go beyond three (3) years after the end of the ordering period. Second, a Task Order Contracting Officer (TOCO) may not award a task order for a period of performance that goes more than five (5) years into the future at the time the order is either awarded or extended by modification.

### F.3 PLACES OF PERFORMANCE

Performance of this contract and task orders issued hereunder shall be in the Washington, D.C. metropolitan area, at the Contractor's and any subcontractor's facilities at other locations in the United States, and in those countries specified in task orders to which the Cognizant Technical Officer, in accordance with Section H of this contract and the clauses of this contract entitled "International Travel Approval and Notification Requirements" (AIDAR 752.7032) and "Personnel" (AIDAR 752.7027), approves international travel for performance of the work.

### F.4 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards, to be set forth in each task order, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

### F.5 CONTRACTOR KEY PERSONNEL

(a) The key personnel whom the Contractor shall furnish for the performance of this contract are as follows:

Project Director (IQC Primary Point of Contact)

Name: XXXXXXXXXXXXXXXXXXXXXXXX

Telephone No.: XXXXXXXXXXXXXXXXXXXXXXXX

Facsimile No.: XXXXXXXXXXXXXXXXXXXXXXXX

Electronic Mail: XXXXXXXXXXXXXXXXXXXXXXXX

The personnel specified above (or other personnel as specified under task orders) are considered

to be essential to the work being performed hereunder. Prior to replacing any of the specified

individuals, the Contractor shall immediately notify both the Contracting Officer and USAID

Cognizant Technical Officer reasonably in advance and shall submit written justification

(including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

#### F.6 CONTENTS OF TASK ORDERS

Each task order shall specify:

- (a) The Source of Funds and Fiscal Data.
- (b) The Ceiling Price and Obligated Amount, which shall constitute the maximum obligation of the Government to the Contractor for performance of the Task Order.
- (c) The Scope of Work that is based as much as possible on performance standards to which the contractor will be held.
- (d) The Quantity of Services/Work days.
- (e) The types of Services/Personnel Requirements, including:
  - (i) The number of work days ordered for each functional labor category (TLC); (ii) The name(s) of approved individual(s) for each TLC; (iii) The specific duties and responsibilities for each TLC, if such specification from the TLC's in the contract are needed, and; (iv) The salary rate for each authorized individual.
- (f) The Period of Performance/delivery schedule, including a time line indicating benchmarks/ milestones and performance standards and completion date.
- (g) The Budget.
- (h) The Logistic Support.
- (10) The USAID and Other Liaison Officials.
- (11) The Language Requirements, if any.
- (12) The Reports and Other Deliverables.
- (13) The Special Requirements/Relevant Information (e.g., source/origin/nationality waivers).
- (14) The task order number, which shall be sequentially numbered.
- (15) The Government Furnished Property, if any, to be furnished to the Contractor, or the alternative means of obtaining same.
- (16) The Authorized Work Week.
- (17) Authorized Geographic Code, if different than 000.
- (18) The Paying Office

#### F.7 LOCAL-HIRE NATIONAL PERSONNEL

When requested to respond to a task order statement of work, the Contractor shall provide, as required, CV's and completed contractor Employee Biographical Data sheets. The position descriptions for each of the locally hired nationals are to be proposed by the

Contractor when they are required for task orders. The descriptions shall define the overall experience and educational credential that are required.

## F.8 FAIR OPPORTUNITY

### (a) Fair Opportunity - General

(1) All USAID Mission/Bureau Contracting Officers (includes Mission Directors and Executive Officers) may issue task orders within their delegated authorities to provide desired services within the scope of Section C. The USAID/W Cognizant Technical Officer (CTO) must review the prospective task order requirement or statement of work and agree that it complies with the SOW for the basic contract for task orders over \$100,000 before the task order CO may begin the fair opportunity process. TOCOs must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The TOCO must provide each Contractor a fair opportunity to be considered for each task order (also referred to as “order”) exceeding \$2,500 issued under this contract unless one of the exceptions described in paragraph (a)(2), Fair Opportunity Exceptions, applies. All contractors need not be contacted, but the Contracting Officer must ensure that each awardee is provided the opportunity to be considered before award of all task orders (FAR Part 16). Although Contractors are not required to submit a proposal for every task order request, all Contractors interested in providing services under the task order must submit a proposal, inclusive of price.

### (2) Fair Opportunity Exceptions

All Contractors will be given a fair opportunity to be considered for task orders over \$2,500, unless the TOCO determines that one of the following statutory exceptions applies:

- (i) An urgent need exists, and seeking competition would result in unacceptable delays,
- (ii) Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized,
- (iii) The order must be issued on a sole source order basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

For a follow-on task order that implements an activity designed under another order under this

contract, this exception may only be used if the TOCO complied with the Organizational Conflicts of Interest limitations in Contract Information Bulletin 99-17 "Organizational Conflicts of Interest".

(iv) To satisfy contract minimum award obligations, or

(v) Small business set aside. EXCEPTION: USAID has been granted a statutory exception to the fair opportunity process in FAR 16.505. Under this exception USAID may directly place task orders

with any category of small or small disadvantaged business that received one of the IQCs awarded

from the solicitation from which this contract was awarded. [Solicitation Notice: USAID cannot

determine at the time of issuing this solicitation whether FY 2002 carry-over funds or FY 2003

appropriated funds will be used for the minimum obligated amount in the resulting contracts. USA

ID's FY 2003 appropriations bill, which has not been passed at this time, includes the same

authority Congress granted USAID in section 534(f) of the FY 2002 appropriations, which is

reflected in the wording of this paragraph. USAID anticipates that this authority will apply to

the contracts resulting from this solicitation. Should USAID determine that this authority will

not apply to these contracts, the solicitation will be amended accordingly.]

### (3) Classified Task Orders

In accordance with Section H.17 of this contract, USAID may award a classified task order under

this contract. Because USAID participates in the National Industrial Security Program (see FAR

4.4 and ADS 567), the CTO and CO must follow the procedures in ADS 567, particularly the

requirement to include security specifications in the Statement of Work for a contract or task

order. Any contractor under this multiple-award (insert sector name) IQC that has not been

granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified task order.

If time permits, the CO may allow a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is

on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the CO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(b) Request for Task Order Proposal (RTOP)

(1) Individual task orders shall clearly describe all services to be performed or supplies to be

delivered so the full cost or price for the performance of the work can be established when the

order is placed. Orders shall be within the scope, issued within the period of performance, and

be within the maximum value of the contract. Only the Contracting Officer for the basic contract

may modify the basic contract to change the scope, period, or maximum ceiling.

(2) Unless one of the Fair Opportunity Exceptions in section (a) (2) applies, the terms of this

contract require that whenever a task order award is contemplated, all contractors will receive

a request for a task order proposal and that all task order proposals must include the contractor's cost or price to perform the anticipated task order. The TO proposal request must

be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a description of the intended services and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection may be based upon information obtained from other than the contractor's proposals, the RFTOP must identify the

other sources used. The evaluation may be based solely on cost/price, but may also include one

or more technical factors such as corporate experience, personnel, or relevant past performance

(in other contracts as well as in earlier orders under this contract, including quality, timeliness, cost control, and using small business concerns, per AAPD 02-06). When

making the

final selection, the TOCO should also consider the potential impact on other orders placed with

the contractor and the minimum ordering requirements of the contract. Although contractors may

elect not to submit a proposal, when they do, they must comply with the page limitations for

proposals described in section (b) (2) (i) through (b) (2) (iii); USAID will not evaluate any

pages that exceed these limits.

The following are the thresholds and corresponding procedures for requesting proposals for task

orders:

(i) For task orders estimated to be more than \$2,500 and less than US\$100,000: IAW the general procedures in (b)(2) above, the Task Order Cognizant Technical Officer (TO CTO) will request a task order proposal from each contractor after coordinating the terms of the RFTOP with the TOCO.

The TO CTO may not ask for more than a two (2) page cost proposal, and if the TO CTO deems it

necessary, may also ask for a technical proposal of no more than three (3) pages (page limit does

not include resumes, graphs, or past performance information). The TO CTO is not authorized to

undertake discussions or negotiations with the contractors. After applying the evaluation criteria stated in the request, the TO CTO drafts a brief memorandum to the TOCO recommending

that the task order be awarded to the contractor that most successfully addresses the evaluation

criteria. The TOCO is responsible for final selection, negotiation, and task order award.

(ii) For task orders estimated to be more than US\$100,000 and equal to or less than US\$2,000,000:

IAW the general procedures in (b)(2) above, the TOCO will request a task order proposal from each

contractor. The TO CO may not ask for more than a two (2) page cost proposal from each

Contractor, and if the TO CO, with the concurrence of the TO CTO, deems it necessary, may also

ask for past performance information, or for a technical proposal of no more than ten pages (page

limit does not include resumes, graphs, and past performance information). Once the Contractor

is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.

(iii) For task orders estimated to be more than US\$2,000,000: In accordance with the general

procedures in (b)(2) above, the TOCO will request a task order proposal from each contractor.

The TOCO may use the simplified procedure in (b)(2)(ii) above. The TOCO has discretion to decide

how much documentation above the minimum set forth above is needed to assess the technical

capability and cost of each Contractor.

All Contractors interested in being considered for the task order must submit a proposal IAW the

TOCO's request for task order proposal instructions. The information that the TOCO requests

from each Contractor must be the minimum needed.

(iv) To obtain services or other deliverables that are within the scope of this contract, the TOCO may issue orders using any of the pricing types specified in the contract.

(v) Contractor(s) must respond to the RFP within the number of calendar days stated in the

Request for Task Order Proposal.

No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

(c) Task Order Award

The Contractor must not commence work until authorized by the TOCO.

(d) Task Order Administration

(1) Task Order Extensions (Non-funded). The TO CTO has the authority to extend the Contractor's

performance under the task order beyond the estimated completion date set forth therein, provided

that This approval is made in writing before the original estimated completion date set forth in

the task order and clearly states that the extension is at no additional cost to the task order;

Performance must not extend beyond 60 calendar days from the original estimated completion date

set forth in the task order; and Performance must not extend beyond the end of the period of

performance in Section F of the base IQC.

Prior to the original estimated completion date, the Contractor must provide a copy of the Task

Order Technical Officer's written approval for any extension to the term of the task order to

the TOCO; in addition, the Contractor must attach another copy of the TO CTO's approval for such

continued performance under the task order to the completion voucher submitted for payment.

(e) Right to Procure from Other Sources

The Government, under the terms of this IQC, retains the right to procure similar services from

other sources during the period of this contract.

(f) Ombudsman

If a Contractor believes its organization has not been fairly considered for a particular task

order, it may present the matter to the TOCO. If the Contractor disagrees with the TOCO's

explanation or decision, they may request a review of the TOCO's decision from USAID's task-order

and delivery-order ombudsman. The ombudsman is responsible for reviewing complaints from

contractors, collecting facts from the CO relevant to the complaint, and ensuring that all

contractors are afforded a fair opportunity to be considered under multiple award contracts. The ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OP, Room 7.10-75, 1300 Pennsylvania Ave., N.W. Washington, DC 20314. E-mail [Ombudsman@usaid.gov](mailto:Ombudsman@usaid.gov).

#### F.9 REPORTS AND DELIVERABLES

In addition to providing the services described in Section C and to be described in task orders

issued hereunder, and requirements as set forth in AIDAR 752.242-70 (JUL 1998), Periodic Progress

Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified

in Section G. All reports and deliverables shall be in the English language, unless otherwise

specified by the USAID/W CTO or in a task order.

(a) Performance Monitoring Reports (PMRs): The Contractor shall submit annual performance

reports summarizing progress of the major activities in process in relation to the requirements,

indicating any problems encountered, and proposing remedial action as appropriate.

(1) Performance Reports shall be submitted within 30 days of the 12-month calendar period ending

from date of contract award, and each 12-month period thereafter for the remaining performance

period.

(2) The Contractor shall submit two copies of the PMR, one each to the Cognizant Technical

Officer (CTO) and the Contracting Officer.

(3) The Contractor shall promptly notify the Contracting Officer and the CTO of any problems,

delays, or adverse conditions, which materially impair the Contractor's ability to meet the requirements of this contract.

(b) Ad Hoc Reports: Each Task Order issued hereunder shall include specific requirements for

reports and other deliverables. In addition to the distribution specified in the Task Order, the

Contractor shall provide one (1) copy to the USAID/W CTO for this Contract (see Section G) and

two (2) copies to U.S. Agency for International Development; PPC/CDIE/DI; Washington, DC 20523.

The contractor shall also comply with the clauses of this contract entitled “Rights in Data  
–  
General” (FAR 52.227-14), “Periodic Progress Reports” [(AIDAR 752.242-70 (see  
Section I)],  
“Acknowledgment and Disclaimer” (AIDAR 752.7034), and Public Notices (AIDAR  
752.7035).

(c) Briefings: Prior to completion of each task order or departure from post, if overseas  
(whichever is earlier), Contractor personnel shall brief the relevant USAID Mission  
and/or  
cooperating country officials on the principal activities, accomplishments, and findings  
during  
the assignment, unless a briefing is not desired. As requested by the USAID/W CTO,  
Contractor  
personnel will brief BGH upon return from each assignment and provide copies of any  
documents  
generated under individual Task Orders.

(d) Submission of Development Experience Documents to PPC/CDIE/DI. Development  
experience  
documents shall be provided in accordance with AIDAR 752.7005. USAID contractors  
must submit one  
electronic copy and one hard copy of development experience documentation to the  
Development  
Experience Clearinghouse at the following address:

Development Experience Clearinghouse  
1611 N. Kent Street, Suite 200  
Arlington, VA 22209-2111

Telephone Number: 703-351-4006, ext. 100  
Fax Number: 703-351-4039  
E-mail: [docsubmit@dec.cdie.org](mailto:docsubmit@dec.cdie.org)  
<http://www.dec.org>

(e) Meetings: The contractor shall be responsible for attending quarterly general  
coordination  
meetings which will be held jointly with the contractor and the USAID/W CTO. The  
contractor  
shall be responsible for ensuring personnel presented to undertake assignments are up to  
date on  
relevant advances and issues in the field through attendance at Global Health Bureau  
workshops,  
seminars, events and training courses.

(f) Contract Quarterly Financial Report: The contractor shall submit a quarterly  
financial report to the USAID/W CTO and the cognizant USAID/W Contracting Officer.  
The quarterly financial report shall include the following information in the following  
format:

Contract No. \_\_\_\_\_  
Contractor's Name \_\_\_\_\_

Task	Authorized	Actual	Compl.	Est	Actual	Balance
Order	Expend.	Expend.	Date	Compl.	in Days	
No.		Balance		Date	+ /(-)	

TOTAL

(g) Contractor Performance Evaluation Reports (CPRs): The CO shall use information contained in the PMRs (see paragraph (b) above) and input from the CTO to evaluate contractor performance upon completion of T.O. activities. Contractors shall have 30 days to comment on or rebut the assessment, or may simply concur with the assessment by signing and returning the CPR form to the CO.

(h) 752.242-70 PERIODIC PROGRESS REPORTS (JULY 1998)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract (for individual task orders). These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the CO may withhold from payment an amount not to exceed \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

(i) 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (OCT 1997)

The following clause shall be included in all USAID professional/technical contracts in which

development experience documents are likely to be produced.

Contract Reports and Information/Intellectual Products.

The Contractor shall submit to the Development Experience Information Division of the Center for

Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program

Coordination, copies of reports and information products which describe, communicate or organize

program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540, section E540.5.2b (3).

Information may be obtained from the Cognizant Technical Officer (CTO). These reports include:

assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to PPC/CDIE/DI copies of information products including

training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials

such as newsletters, brochures, bulletins or periodic reports covering periods of less than a

year are not to be submitted. Upon contract completion, the contractor shall submit to PPC/CDIE/

DI an index of all reports and information/intellectual products referenced in paragraph (a) (1)

of this clause.

Submission requirements.

Distribution.

--The contractor shall submit contract reports and information/intellectual products (referenced

in paragraph (a) (1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency

for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same

time submission is made to the CTO.

--The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and

any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted

to PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph

(b)(1)(i) of this clause.

Format.

Descriptive information is required for all Contractor products submitted. The title page of all

reports and information products shall include the contract number(s), contractor name(s), name

of the USAID cognizant technical office, the publication or issuance date of the document,

document title, author name(s), and strategic objective or activity title and associated number.

In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(b) The hard copy report shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(c) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the hard copy submitted.

(d) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document Format is encouraged.

(e) The electronic document submission shall include the following descriptive information:

--Name and version of the application software used to create the file, e.g., WordPerfect Version 6.1 or ASCII or PDF.

--The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

--Any other necessary information, e.g. special backup or data compression routines, software

used for storing/retrieving submitted data, or program installation instructions.

END OF SECTION F

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying

Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the

authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases

and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID

contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided.

The form

provides for the information to be reported with the following elements:

Total Expenditures

[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		XXXX.XX	XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor IAW the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

(b) Local currency payment. The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor IAW written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the CO. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

#### G.2 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

USAID

Lisa M. Bilder

Office of Procurement

M/OP/GH/HSR

Ronald Reagan Building, Room 7.09-071

1300 Pennsylvania Avenue, North West

Washington, D.C. 20523-7900

or

As specified in each task order.

#### G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Elizabeth Fox, or her designee at:

USAID

Global Health Bureau/HIDN

Ronald Reagan Building, Room 3.07-036

1300 Pennsylvania Avenue, North West.

Washington, D.C. 20523-7100

Or

As specified in each task order.

#### G.4 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry

or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of

drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following

which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract IAW the

contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and

require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical

Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in

writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

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

property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including

delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of

money by the Government. The CTO may not take any action which may impact on the contract

schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, or schedules shall be made only by the Contracting Officer.

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

experienced. Problem areas should be brought to the immediate attention of the CO.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their

place. However, such action to direct an individual to act in the CTO's stead shall immediately

be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of

the contract must be handled in conformance with specific public laws and regulations (i.e.

FAR and AIDAR). The Contractor and the CTO shall bring all contracting problems to the

immediate attention of the CO. Only the CO is authorized to formally resolve such problems.

The CO will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The CO is the sole authority authorized to approve

changes in any of the requirements under this contract. Notwithstanding any clause contained

elsewhere in this contract, the said authority remains solely with the CO. These changes include,

but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the contractor effects any changes at the direction of any other person other than the CO, the change

will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by

the Government considered to a change, within the specified number of days contained in FAR

52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable

adjustments.

## G.5 PAYING OFFICE

The paying office for this contract is:

USAID  
Office of Financial Management  
M/FM/CMP  
Ronald Reagan Buildng, Room 7.07-133  
Washington, D.C. 20523-7700

or

As specified in each task order.

#### G.6 ACCOUNTING AND APPROPRIATION DATA

Commitment Nbr	Line	B-EFY OP Unit	Strategic Obj	Team/Div	BGA
SOC Amt. Obligated					
GH/HIDN-00xxx	1	2003-05	GH/HIDN	936-003	997
410000 xxx					\$25,000
END OF SECTION G					

#### SECTION H - SPECIAL CONTRACT REQUIREMENTS

##### H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference

(by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2

##### CLAUSES

INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet

address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
AIDAR 48 CFR Chapter 7		
752.7027	PERSONNEL	DEC 1990

##### H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer

on or before the arrival in the host country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having

administrative responsibility for the contract.

4) The name, address, and telephone number(s) of each individual's next of kin.

(5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

### H.3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

IAW the above clauses, the CO hereby provides prior written approval for international travel,

provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must

be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

### H.4 AIDAR 752.225.70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation

services) which will be financed under this contract with U.S. dollars shall be procured IAW the

requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and

Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless

otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods

or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or

services under this contract:

(1) Military equipment,

(2) Surveillance equipment,

(3) Commodities and services for support of police and other law enforcement activities,

(4) Abortion equipment and services,

(5) Luxury goods and gambling equipment, or

(6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services

without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,
- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the CO may require the Contractor to refund the entire amount of the purchase.

#### H.5 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.  
5500 Cherokee Avenue, Suite 300  
Alexandria, VA 22312

Points of Contact:  
Diane Proctor  
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)  
Telefax: 703) 354-0370  
E-Mail: [www.rutherford.com](http://www.rutherford.com)

(b) For information concerning Evacuation (MEDEVAC) Services contact the CO. Medevac services costs are allowable as a direct cost.

#### H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000.

Any change to the geographic code may be specified in the task order, as authorized by the cognizant Contracting Officer.

#### H.7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall request authorization from the Government to purchase equipment and/or resources for each task order that is issued. As part of this requirement, the Contractor shall provide a list giving a description of every item, quantity of units, price, function, and whether it is a new/used item.

#### H.8 LOGISTIC SUPPORT

(a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

(b) To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

(c) Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

(d) If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section H.8. (b), wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid.

#### H.9 LANGUAGE REQUIREMENTS

Language requirements are contingent upon requirements of the Statement of Work (Section C) for each task order.

#### H.10 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three

(3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent to the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless the Contracting Officer approves a higher amount IAW the Agency policy and procedures in ADS 302 "USAID Direct Contracting."

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non-performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) shall be based on the Contractor's established policy and practice. Annual salary increases of any kind exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or

approval given, compensation shall not exceed: 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2)

the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer.

(g) Work Week

(1) Nonoverseas Employees.

The length of the contractor's U.S., non-overseas employees workday shall be IAW the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and

shall be scheduled to coincide with the work week for those employees of the USAID Mission and

the Cooperation Country associated with the work of this contract.

(h) Definitions

As used in this contract, the terms "salaries" and "wages" mean the periodic remuneration received for professional or technical personal services rendered. Unless the contract states

otherwise, these terms do not include any other elements of personal compensation described in

the cost principle in FAR 31.205-6 "Compensation for Personal Services," such as (but not

limited to) the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028). The term "compensation" is defined in FAR

31.205-6(a) and includes fees and honoraria related to the personal services provided under this

contract, but excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

**H.11 SUBCONTRACTING PLAN AND THE SF 294 – SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 – SUMMARY CONTRACTING REPORT**

The Contractor's Subcontracting Plan dated xxxxx xx, 2003 is hereby incorporated as a material part of this contract.

IAW with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development Office  
of Small and Disadvantaged Business Utilization  
Room 7.08 RRB  
1300 Pennsylvania Avenue, North West  
Washington, D.C. 20523

Additionally, every task order for businesses, other than small businesses, will require a Subcontracting Plan if the amount of the task order is over \$500,000.

#### H.12 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

#### H.13 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (ALTERNATE)

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID

ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CO.

#### H.14 ORGANIZATIONAL CONFLICTS OF INTEREST: RESTRICTION ON USE OF INFORMATION

This contract calls for the Contractor to provide certain audit services for USAID. To guard against the possibility that the Contractor might receive an unfair competitive advantage in competing for future USAID consulting contracts through its exposure to sensitive cost and other

proprietary information of USAID contracts which it will audit hereunder, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE, OR MAKE AVAILABLE TO ANYONE, FOR THE PURPOSE OF PREPARING PROPOSALS OR ANY OTHER DOCUMENTS IN RESPONSE TO A SOLICITATION FOR A CONTRACT OR TASK ORDER, ANY PROPRIETARY, COST, OR OTHERWISE SENSITIVE BUSINESS INFORMATION OBTAINED AS A RESULT OF AN AUDIT.

The contractor must agree with the companies that it audits to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it was furnished.

THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CO.

**H.15 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)**

No funds or other support provided hereunder may be used in a project or activity reasonably

likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and subagreements.

**H.16 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES**

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

**H.17 SECURITY CLEARANCE**

(a) Task orders under this contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this contract for any classified task order, the

requiring office for the task order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified task order. A copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security.

(b) In order to be considered for a classified task order, the contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this contract for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic contract is not classified, the contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order. The CTO from the office sponsoring the IQC is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TO CTO is responsible for managing the clearance requirements for any classified task orders.

At the time of award, the contractor does  does not  have a Secret level facilities clearance.

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance. If the contract is not terminated, the contractor is prohibited from being considered for or being issued any future classified task orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this contract or under a task order issued against this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS).

DSS must issue either an “Interim” or “Final” security clearance for each such employee before USAID will grant him or her unescorted access to USAID’s restricted space(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring the performance is not jeopardized.

(e) The contractor’s Facility Security Officer (FSO) must forward a valid “Visit Request” identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Avenue., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under a classified task order, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime contract/task order.

The Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt of the “Visit Request”. The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first.

#### H.18 IMPLEMENTATION OF E.O. 13224 – EXECUTIVE ORDER ON TERRORIST FINANCING

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

END OF SECTION H

## I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

[Applicability of contract clauses is dependent on task order pricing type (CPFF or FFP).]

NUMBER	TITLE	DATE
FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)		
52.202-1	DEFINITIONS	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS, DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997

52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT
1997		
52.215-14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT
1997		
52.216-7	ALLOWABLE COST AND PAYMENT	FEB
2002		
52.216-8	FIXED-FEE	MAR1997
52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	
	OCT 1997	
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	
	MAR2000	
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR	JAN
1999		
	HUBZONE SMALL BUSINESS CONCERNS	
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN
2002		
	ALTERNATE II (OCT 2001)	
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS	JAN
1999		
	SUBCONTRACTING PLAN	
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION	
	OCT 1999	
	PROGRAM—DISADVANTAGED STATUS AND REPORTING	
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES	
	DEC 2001	
	AND REMEDIES	
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB
1999		
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS	APR
1998		
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WTH DISABILITIES	
	JUN 1998	
52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT	
	DEC 2001	
	REPORTING REQUIREMENTS	
52.223-6	DRUG-FREE WORKPLACE	MAY2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL
2000		
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND	
	AUG 1996	
	COPYRIGHT INFRINGEMENT	

52.227-14	RIGHTS IN DATA--GENERAL	JUN
1987		
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	
MAR1996		
52.230-2	COST ACCOUNTING STANDARDS	APR
1998		
52.230-6	ADMINISTRATION OF COST ACCOUNT STANDARDS	APR
1996		
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS ON PROMPT PAYMENT	
MAY1997		
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	
APR 1984		
52.232-11	EXTRAS	JUN 1996
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN	
OCT 1995		
	NATIONALS	
52.237-9	WAIVER ON LIMITATION ON SEVERANCE	OCT
1995		
	ALTERNATE I (JUN 1985)	
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR
1984		
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	
MAY2001		
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED PRICE ALTERNATE 1	AUG
1987		
52.243-2	CHANGES--COST REIMBURSEMENT	AUG
1987		
	ALTERNATE I (APR 1984)	
52.243-7	NOTIFICATION OF CHANGES	APR
1984		
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE II (AUG 1998)	
52.244-5	COMPETITION IN SUBCONTRACTING	DEC
1996		
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	MAY
2002		
52.246-23	LIMITATION ON LIABILITY	FEB
1997		
52.246-25	LIMITATION OF LIABILITY SERVICES	FEB 1997

52.247-63 1997	PREFERENCE FOR U.S. FLAG CARRIERS	JAN
52.249-2 1996	TERMINATION FOR CONVENIENCE	SEP
52.249-6 1996	TERMINATION (COST-REIMBURSEMENT)	SEP
52.249-8 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICE)	APR
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR Chapter 7

752.202-1	DEFINITIONS	
752.211-70 JUN 1992	LANGUAGE AND MEASUREMENT	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-2 APR 1997	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	
752.226-3 1993	LIMITATIONS ON SUBCONTRACTING	JUN
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70 MAR 1993	MEDICAL EVACUATION (MEDVAC) SERVICES	
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-71 1984	TITLE TO AND CARE OF PROPERTY	APR
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002 1990	TRAVEL AND TRANSPORTATION	JAN
752.7006	NOTICES	APR 1984
752.7007 1996	PERSONNEL COMPENSATION	JUL
752.7008 1984	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR
752.7010 APR 1984	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	
752.7011 1984	ORIENTATION AND LANGUAGE TRAINING	APR
752.7013 OCT 1989	CONTRACTOR-MISSION RELATIONSHIPS	
752.7014 JAN 1990	NOTICE OF CHANGES IN TRAVEL REGULATIONS	
752.7015 1997	USE OF POUCH FACILITIES	JUL

752.7016	FAMILY PLANNING AND FAMILY ASSISTANCE ACTIVITIES	
	AUG 1986	
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID	
	JAN 1999	
	PARTICIPANT TRAINEES	
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	
	DEC 1991	
752.7035	PUBLIC NOTICES	DEC 1991

#### I.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance

of delivery orders or task orders by the individuals or activities designated in the Schedule.

Such orders may be issued from through.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract,

the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government

deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic

commerce methods only if authorized in the Schedule.

#### I.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract

in an amount of less than \$50,000, the Government is not obligated to purchase, nor is the

Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$2,500,000;

(2) Any order for a combination of items in excess of \$2,500,000;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b) (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order

a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is

returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon

receiving

this notice, the Government may acquire the supplies or services from another source.

#### I.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued IAW the Ordering

clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or

services specified in the Schedule up to and including the quantity designated in the Schedule

as the "maximum." The Government shall order at least the quantity of supplies or services

designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may

issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within

that period shall be completed by the Contractor within the time specified in the order. The

contract shall govern the Contractor's and Government's rights and obligations with respect to

that order to the same extent as if the order were completed during the contract's effective

period; provided, that the Contractor shall not be required to make any deliveries under this

contract after.

#### I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS

(MAY 2001)

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

Small disadvantaged business concern means an offeror that represents, as part of its offer,

that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of

each individual upon whom the certification is based does not exceed \$750,000 after taking

into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern IAW 13 CFR 124,

Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In

this case, in order to receive the benefit of a price evaluation adjustment, an offeror must

receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary

of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD),

the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also

includes any nonprofit research institution that was an integral part of such a college or

university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of

Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-

serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of

Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor

of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act

when the dollar threshold for application of the Act is equaled or exceeded (see Section

25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent

with a Memorandum of Understanding or other international agreement with a foreign

government;

(iv) For DOD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a

historically black college or university or minority institution; and

(v) For DOD acquisitions, an otherwise successful offer of qualifying country end products

(see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on

which award may be made. The Contracting Officer will apply other evaluation factors

described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that

exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive

the adjustment, in which case the factor will be added to its offer for evaluation purposes.

The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[ ] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

#### I.6 52.232-25 PROMPT PAYMENT (FEB 2002)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a) (4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a) (2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following

two events:

(A) The 30th day after the designated billing office receives a proper invoice from the

Contractor (except as provided in paragraph (a) (1) (ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the

date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a) (3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a (4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding

the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated

billing office specified in the contract. A proper invoice must include the items listed in

paragraphs (a) (3) (i) through (a) (3) (x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible

fats or oils), with the reasons why it is not a proper invoice. The Government will take\

into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) 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 IAW the applicable solicitation provision (e.g., 52.232- 38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date

and the conditions listed in paragraphs (a) (4) (i) through (a) (4) (iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without

incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation

authorizing payment, and there was no disagreement over quantity, quality, or Contractor

compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract

settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty IAW the

Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless

otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless

there is a disagreement over quantity, quality, or Contractor compliance with a contract

provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government

officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to

pay interest penalties if payment delays are due to disagreement between the Government

and the Contractor over the payment amount or other issues involving contract compliance,

or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and

any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty

automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty IAW the prompt

payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated IAW the prompt

payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only

if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after

the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a) (7) (ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with

the following data. The Government will not request any additional data. The Contractor

shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such

additional

penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the

date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor

has

placed on the demand, provided such date is no later than the 40th day after payment

was made.

(iii) The additional penalty does not apply to payments regulated by other Government

regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the

Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast

Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately

notify the Contracting Officer and request instructions for disposition of the overpayment.

#### I.7 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://arnet.gov/far/>

#### I.8 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with

13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual

upon whom the certification is based does not exceed \$750,000 after taking into account the

applicable exclusions set forth at 13 CFR 124.104 (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) 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 stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors

regarding their status as a small business concern, a HUBZone small business concern, a small

business concern owned and controlled by socially and economically disadvantaged individuals, or  
a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

#### I.9 AIDAR 752.7016 FAMILY PLANNING AND POPULATION ASSISTANCE ACTIVITIES (AUG 1986)

(a) Voluntary Participation. (1) The Contractor agrees to take any steps necessary to ensure that funds made available under this contract will not be used to coerce any individual to practice methods of family planning inconsistent with such individual's moral, philosophical, or religious beliefs. Further, the Contractor agrees to conduct its activities in a manner which safeguards the rights, health and welfare of all individuals who take part in the program.

(2) Activities which provide family planning services or information to individuals, financed in whole or in part under this contract, shall provide a broad range of family planning methods and services available in the country which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Prohibition on Abortion-related Activities. No funds made available under this Contract shall be used to finance, support, or be attributed to the following activities: (i) Procurement or distribution of equipment intended to be used for the purposes of inducing abortions as an exercise of free choice and is not obtained by any special inducement or any element method of

family planning: (ii) special fees or incentives to women to coerce or motivate them to have abortions; (iii) payments to persons to perform abortions or to solicit persons to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; (v) any biomedical research which relates, in whole or in part, to methods of, or the performance of, abortions or involuntary sterilization as a means of family planning (epidemiologic or descriptive research to assess the incidence, extent or consequences of abortion is not precluded); or (vi) lobbying for abortion.

(c) Voluntary Participation Requirements for Sterilization Programs.

(1) None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilizations or to coerce or provide any financial incentive to any person to practice sterilizations.

(2) The Contractor shall insure that any surgical sterilization procedures supported in whole or in part by funds from the contract are performed only after the individual has voluntarily come to the treatment facility and has given an informed consent to the sterilization procedure. Informed consent means the voluntary knowing assent from the individual given after being advised of the surgical procedures to be followed, the attendant discomforts and risks, the benefits to be expected, the availability of alternative methods of family planning, the purpose of the operation and its irreversibility, and the fact that the consent can be withdrawn at any time prior to the operation. An individual's consent is considered voluntary if it is based upon the absence of force, fraud, deceit, duress or other forms of coercion or misrepresentation.

(3) Further, the Contractor shall document the patient's informed consent by: (i) A written consent document in a language the patient understands and speaks, which explains the basic elements of informed consent, as set out above, and which is signed by the individual and by the attending physician or by the authorized assistant of the attending physician; or (ii) when a patient is unable to read adequately a written certification signed by the attending physician or by the authorized assistant of the attending physician that the basic elements of informed consent above were orally presented to the patient, and that the patient thereafter consented to

the performance of the operation. The receipt of the oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of the witness who shall be of the same sex and speak the same language as the patient.

(4) Copies of the informed consent forms and certification documents for each voluntary sterilization (VS) procedure must be retained by the performing Contractor or subcontractor for a period of three years after the performance of the sterilization procedure.

(d) The Contractor shall insert the substance of this clause in any subgrants, subcontracts, purchase orders, and other subordinate agreements hereunder whenever appropriate to the goods and services to be provided under such agreements.

#### I.10 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as FAR in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the CO, of planned travel, identifying the travelers and the dates and times of arrival.

#### I.11 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions are attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID

financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout, and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United

States (excluding copies provided to CDIE and other USAID/W offices for internal use.

The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph

(c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of

a covered communication product must provide the same type of cost information.

### PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

#### SECTION J - LIST OF ATTACHMENTS

1 USAID Geographic Codes

2 USAID FOR 1420-17 - Contractor Employee Biographical Data Sheet

3 SF LLL - Disclosure of Lobbying Activities

4 Certificate of Current Cost and Pricing

5 List of Organizations Requesting Document

6 SF 294 - Subcontracting Report for Individual Contracts

7 AID 1420-65 - A.I.D. Contractor Employee Physical Examination Form

8 Contractor Performance Report - Multi-Purpose Form