NOTE: A review of these contracts will show that certain specific information has been omitted or redacted. These are standard types of omissions or redactions and have been made in accordance with Federal law, for instance, in order to safeguard business proprietary information as well as to preserve privacy and security.

(Contract begins on next page)

# AWARD/CONTRACT

1 T / L — TRACT IS RATED ORDER / DPAS (15 CFR 350)

RATIN

PAGE 1 OF PAGES 41

2 CONTRACT NO (Proc Inst Ident) RAN-C-00-02-00001-00

3 EFFECTIVE DATE See block 20 B

4 REQUISITION/PURCHASE REQUEST/PROJECT NO 10299/305

5 ISSUED BY CODE
U.S.Agency for International Development
Office of Procurement
1300 Pennsylvania Ave , N W.
Washington D.C. 20523-7100

6 ADMINISTERED BY (If other than Item 5) CODE

7 NAME AND ADDRESS OF CONTRACTOR (No , street city county State and ZIP Code)
Abt Associates
55 Wheeler Street
Cambridge, MA 02138-1168
TIN: (b)(3)
DUNS: 04-339-7520

CODE 1A018 FACILITY CODE

8 DELIVERY
[ ] FOB ORIGIN [X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11 SHIP TO/MARK FOR CODE

12. PAYMENT WILL BE MADE BY CODE
USAID/CAIRO
See Section G.5

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[ ] 10 U S C 2304(c)( ) [X] 41 U S C 253(c)(2)

14 ACCOUNTING AND APPROPRIATION DATA
See Section G.6

| 15A ITEM NO | 15B SUPPLIES/SERVICES | 15C QUANTITY | 15D UNIT | 15E UNIT PRICE | 15F AMOUNT |
|---|---|---|---|---|---|
| 0001 | Health System Strengthening in Post-Conflict Iraq<br>Total Estimated Costs<br>Fee | | | | (b)(4) |
| | | | | 15G TOTAL AMOUNT OF CONTRACT | |

## 16 TABLE OF CONTENTS

See Attached Table of Contents

| (X) | SEC | DESCRIPTION | PAGE(S) | (X) | SEC | DESCRIPTION | PAGE(S) |
|---|---|---|---|---|---|---|---|
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| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS | 2 | | | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. | |
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| X | D | PACKAGING AND MARKING | 11 | | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | |
| X | E | INSPECTION AND ACCEPTANCE | 12 | | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
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## CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18 [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M/OP-03-8520 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A NAME AND TITLE OF SIGNER (Type or print)
George A. Laudato, Managing VP

20A NAME OF CONTRACTING OFFICER
Mark A. Walther

19B NAME OF CONTRACTOR
BY George A. Laudato (Signature of person authorized to sign)

19C DATE SIGNED 4-30-03

20B UNITED STATES OF AMERICA
BY (Signature of Contracting Officer)

20C DATE SIGNED 4/30/03

STANDARD FORM 26 REV (4-85)

# AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

| CONTRACT ID CODE | PAGE | OF PAGES |
|---|---|---|
| | 1 | 1 |

| AMENDMENT/MODIFICATION NO. | 3 EFFECTIVE DATE | 4. REQUISITION/PURCHASE REQ NO | 5 PROJECT NO (If applicable) |
|---|---|---|---|
| 1 | 04/30/2003 | NMS 4324/ORG M/OP | |

6 ISSUED BY CODE

U.S Agency for International Development
Office of Procurement
1300 Pennsylvania Ave. N.W.
Wasington, D.C. 20523-7100

7 ADMINISTERED BY (If other than Item 6) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

Abt Associates
55 Wheeler Street
Cambridge, MA 02138-1168
TIN: (b)(3)
DUNS: 04-339-7520

CODE FACILITY CODE

| (X) | |
|---|---|
| | 9A. AMENDMENT OF SOLICITATION NO. |
| | 9B. DATED (SEE ITEM 11) |
| | 10A. MODIFICATION OF CONTRACT/ORDER NO RAN-C-00-03-00010-00 |
| X | 10B. DATED (SEE ITEM 13) 04-30-2003 |

## 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment of each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12 ACCOUNTING AND APPROPRIATION DATA (If required)

## 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| (X) | |
|---|---|
| | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO IN ITEM 10A. |
| X | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

**E. IMPORTANT:** Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this Modification #1 is to make administrative corrections as follows:

I. In Block #1 on the SF 26, and throughout the contract and attachments as applicable, change the contract number from "RAN-C-00-03-0001-00" to "RAN-C-00-03-00010-00."

II. In Block #4 on the SF 26 and in Section G.6., delete the Organization ID "10299" and replace with "10229."

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| 15A NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
|---|---|---|---|
| | | Mark A. Walther<br>M/OP/DCHA Division Chief | |
| 15B CONTRACTOR/OFFEROR<br>(Signature of person authorized to sign) | 15C DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>BY<br>(Signature of Contracting Officer) | 16C DATE SIGNED |

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PURPOSE

The purpose of the USAID Health System Strengthening (HSS) contract is to help protect human health, promote development, and ensure stability in the event of a conflict in Iraq by supporting efforts to strengthen the overall health system and ensure the rapid normalization of specific health services.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth in B.3, the Contractor will complete the scope of work set forth in Section C in accordance with the terms and conditions of this contract during a 12-month performance period.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is (b)(4) . The fixed fee, if any, is (b)(4) The fixed fee is applied to total estimated costs, less grants ($6 million), less medical equipment and supplies and not to exceed the amount specified herein. The estimated cost plus fixed fee, if any, is $43,818,278.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is $10,000,000.

(c) Funds obligated hereunder are anticipated to be sufficient through Phase I – Planning/Assessment (approximately two months from the effective date) and partial activities in Phase II-Health Systems Strengthening.

B.4 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

| Description | Rate | Base | Type |
|---|---|---|---|
| Fringe Benefits | (b)(4) | 1/ | 1/ |
| Overhead (Home Office) | | 2/ | 2/ |
| Overhead (Site Office) | | 3/ | 3/ |
| Handling Charge | | 4/ | 4/ |
| G&A | | 5/ | 5/ |

1/ Base of Application: (b)(4)
Type of Rate (Provisional/Predetermined): (b)(4)

2/ Base of Application: (b)(4)
Type of Rate (Provisional/Predetermined): (b)(4)

3/ Base of Application: (b)(4)

4/ Base of Application: (b)(4)
(b)(4)

Type of Rate (Provisional/Predetermined): (b)(4)

5/ Base of Application: (b)(4)
(b)(4)

Type of Rate (Provisional/Predetermined): (b)(4)

B.5 CEILING ON INDIRECT COST RATES

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

Aggregate Cap

Fringe Benefits
Overhead (Home Office) (b)(4)
G&A

(b)(4)

Same base and period applies as specified in B.4.

Separate Ceiling Caps:

| Description | Rate |
|---|---|
| Fringe (Site Office) | |
| G&A | (b)(4) |
| Handling Charge | |

Same base and period applies as specified in B.4.

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

(3) This understanding shall not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs requires the prior written approval of the Contracting Officer.

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

B.7 LABOR

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (July 1996). See further guidance in AIDAR 722.170 Employment of Third Country Nationals (TCN's) and Cooperating Country Nationals (CCN's).

## SECTION C – STATEMENT OF WORK

## HEALTH SYSTEM STRENGTHENING IN A POST-CONFLICT IRAQ

The objective of this Contract is to help facilitate rapid, universal health service delivery to the Iraqi population and strengthen the overall health sector to ensure medium- to long-term viability. The implementation of this program shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. See special provision in Section H.15.

### C.1 BACKGROUND

Compared to many other developing countries in the Middle East and the rest of the world, Iraq has relatively poor health and demographic indicators. For example, in Iraq the total fertility rate is 5.4 (average for least developed countries is 3.1), the infant mortality rate is 103 (LDC average is 60), and the life expectancy at birth is only 58 years (LDC average is 65) (Population Reference Bureau, 2002). In addition, child malnutrition remains a major concern with almost one-third of all children in the southern and central regions of Iraq suffering from chronic malnutrition (UNICEF Emergency Update, October 7, 2002). Low exclusive breastfeeding rates, high prevalence of anemia among women, and a high incidence of low birth weight contributes to Iraq's very high child mortality rate (131 for children under 5 years) which has more than doubled from the previous decade with diarrhea and acute respiratory infections accounting for 70% of child deaths (UNICEF Emergency Update, October 7, 2002). The total expenditure on health as a percentage of GDP was only 3.7% in 2000, suggesting a limited national investment in protecting the health of Iraqis (2002 World Health Report). The fact that water-borne infectious diseases are a major killer of children suggests that investments in water and sanitation have also been limited.

The current humanitarian (and health) crisis in Iraq follows two devastating international wars--the Iran-Iraq war of 1980 and the Persian Gulf War of 1991--and the adoption of UN sanctions following the latter. The initiation of the UN Oil-for-Food program in 1995 as a "temporary" measure to provide for the humanitarian needs of the Iraqi people (UNSC Resolution 986) has only partly mitigated the very grave humanitarian crisis in the country. The severe deterioration of Iraq's infrastructure and basic public services (including health, water/sanitation, and electricity) has only added to the suffering of a rapidly increasing Iraqi population. Against this backdrop, the livelihood and coping capacity of the Iraq population have been severely strained.

The current international political focus on the Middle East and the possibility of conflict have highlighted existing gaps in basic services and infrastructure in Iraq, as well as the vulnerability of populations to further deterioration of health status if there is a disruption of basic services. The Iraqi health system continues to

deteriorate and standards of care in hospitals and health centers are poor. Iraqi hospitals have not received the necessary repairs or maintenance since the imposition of U.N. sanctions and equipment and basic items are no longer being replaced. At the same time, primary health centers have been unable to function properly because of the shortage of equipment and materials. It is assumed that any conflict involving Iraq could have a far-reaching impact on the general population, including civilian casualties, isolation of communities in both urban and rural areas, massive internal displacement and external refugee flows, damage to infrastructure (including facilities for water/sanitation, power, health), and disruptions in related basic services.

In the event of conflict or a humanitarian emergency, priority concerns must include protection of civilians and addressing humanitarian needs. Provision of essential health services, medicines and other supplies, and clean water through a variety of partners addressing immediate humanitarian needs will be of critical importance since vulnerable populations will be at increased risk for disease and infection. In addition, there will be an urgent need for parallel efforts to expand, strengthen, and reform the overall health system to improve its efficiency and ability to deliver vital services in the medium- to long-term. Overall work to strengthen the health system will also require repair of existing facilities and/or construction of new ones (please see note pertaining to construction in Section C.2 below) as needed to make sure that people have continued access to essential health services. In addition, complimentary investments in health-related areas such as water supply/treatment, sanitation, control of insect vectors, food safety, and air quality will be needed. In the event of a conflict and/or humanitarian emergency in Iraq, these activities will be critical because of the limited government investment in health/other sectors and the on-going humanitarian emergency.

## C.2 PURPOSE

The purpose of the USAID Health System Strengthening (HSS) contract is to help protect human health, promote development, and ensure stability in the event of a conflict in Iraq by supporting efforts to strengthen the overall health system and ensure the rapid normalization of specific health services. To accomplish this, the HSS contractor (in concert with other USAID awardees) will support and strengthen the Iraqi Ministry of Health (MOH) through the provision of technical, logistical, commodity, and managerial support. The HSS Contractor will also provide assistance to the USAID mission related to coordinating and reporting on health activities being carried out by USAID awardees. In addressing the overall goal of meeting the basic health care needs of all Iraqis, the Contractor shall work with the USAID mission to identify priority geographical areas and services that are not being covered by public international organizations, NGOs, and other assistance providers and undertake the necessary support, described below, to help achieve the intended results. In addition, the Contractor should ensure gender considerations are integrated into all programming.

Note: Other assistance for addressing many basic health (and related) services will be provided by other USG support which includes the following: 1) "Infrastructure Reconstruction" contract that will fund rapid assessments of infrastructure conditions and rehabilitation and reconstruction of health facilities; 2) "Salary Support" contract that will provide compensation to individuals who have been serving as public servants under the Iraqi MOH; and 3) "Logistics Support" contract that will handle all logistics support for the mission. The Logistics Support contractor also provides three specific services for all contractors as follows:

a. Warehouse and inventory support services including the requirement to "receive, store, and issue materials and supplies and maintain a daily, monthly and quarterly inventory management and control system for receipt, storage and issue in all the storage areas, maintaining documentation for all incoming cargo and outgoing shipments to the Missions and other designated places of performance resulting in a zero balance tolerance."

b. Arrange and implement customs clearances procedures for storage and re-export.

c. Provide freight forwarding services for commodities as they are requisitioned by arranging for long and short-haul trucking as needed including arrangements for straight trucks or semi-trailers, as appropriate, air and sea port freight services; and outgoing customs documentation. Contractor determines the border crossing requirements to deliver commodities to the Iraq border. Logistics contractor arranges and implements an internet tracking control system for all shipments to ensure that commodities are not lost, misplaced or destroyed, and are able to be cleared expeditiously from customs in the receiving country.

The Logistics Support contractor is NOT providing support for shipping from the U.S. to the overseas port of entry.

USAID is requiring that all Iraq contractors with a need for these three specific services coordinate through the Logistics Support contractor for them. USAID is funding these three logistics requirements directly through the "Logistics Support" Contract for Mission and contractor/recipient (including subcontractors and sub-grantees) needs. The Health contractor will need to coordinate with the Logistics support contractor for all needs specified above and will not need to make payment to the "Logistics Support" Contractor for these needs. However, in the case that the "Logistics Support" Contractor cannot provide this needed support, the Health contractor may use another vendor. Further, the Health contractor may subcontract directly with the "Logistics Support" contractor or another eligible contractor for any support services not covered by (funded under) the "Logistics Support" contract.

C.3 STATEMENT OF WORK

The activities to be carried out under this contract will contribute to the reestablishment and strengthening of the national and provincial public health system in a post-conflict Iraq and its management by the MOH (specific results for which the Contractor is responsible are provided at the end of section C.5). Several organizations--such as the International Committee for the Red Cross (ICRC), the International Federation for the Red Cross and Red Crescent (IFRC), the Iraqi Red Crescent Society (IRCS), the World Health Organization (WHO), and UNICEF--have been supporting the health system (and in some cases the water/sanitation system) and MOH in the past and are expected to re-new their efforts as soon as possible following the conflict. The activities carried out by the Contractor will complement the efforts of these other organizations to achieve the overall post-conflict health objectives (see below). To the degree possible, the Contractor's activities will be based on the needs of both the Iraqi people and MOH and will support and build upon the existing public health system rather than re-inventing, replacing, or duplicating existing mechanisms that are technically sound. Trained MOH health staff will be encouraged and supported in their efforts to continue operating the health system, although some additional training may be required. In addition, trained Iraqi health staff living outside the country will be recruited. Where possible, the Contractor is encouraged to work closely with other USAID awardees providing assistance on water/sanitation and draw upon experience from other USAID-funded projects in the region that have improved health services and worked with the MOH to strengthen the overall health system.

Specific components of the HSS program include:

- MOH assistance: provision of health services, education, information, and technical assistance;
- Technical support to the USAID mission, USAID Disaster Assistance Response Team (DART), and health team in-country;
- Rapid response grants to address specific health needs in-country.

C.3.1 MOH assistance: provision of health services, education, information, and technical assistance

- International organizations such as ICRC, WHO, and UNICEF have established relationships with the MOH to support specific facilities and components of the public health system in Iraq and also have

Iraqis included as part of their staff. As a result, these organizations are in an ideal position to continue supporting the MOH by providing many essential health services and emergency health care in a post-conflict Iraq. This component of the Contract is intended to complement these on-going activities and strengthen the capacity of the MOH to effectively manage the public health system. The Contractor will assist the MOH by providing the following:

- Health information to consumers and providing/supporting advanced medical, surgical, and allied health disciplines and management consultations in referral hospitals.
- Other essential health services as needed such as emergency health care in populations/geographic areas specified by the USAID mission depending on the health situation (e.g. number of people wounded, degree of interruption of health services, number of health facilities damaged). This work may involve health posts, clinics, and hospitals in urban and rural areas. Efforts would follow closely behind military action, implementing in areas as the situation becomes permissive. The Contractor shall be prepared to implement in a number of geographic areas simultaneously, focusing on MOH priority populations/locations not already covered by ICRC/IFRC/IRCS, UNICEF, WHO, or other health partners, including NGOs. The Contractor should be prepared to collaborate on water and sanitation projects with other USAID partners, international organizations, and NGOs.
- Support related to reforming, expanding, and strengthening the public health system, including the improvement of disease surveillance/response and laboratories, and the provision of technical experts to the MOH, as appropriate.
- Assistance with rapid health and demographic surveys and robust assessments of the health system including the Health Information System (HIS), sustainability of the public health system including plans for long term operations, maintenance, and financing, and salaries of Iraqi health providers and appropriate payroll lists for public health staff. (The contractor will be responsible for submitting an approved Iraqi citizen payroll list to the CTO. The payment of Iraqi public health providers will be made through a separate arrangement). Needs assessments for specified health facilities, populations, and geographic areas may be conducted if required.
- Assistance in developing a strategy and implementing a program for recruiting trained Iraqi health care staff who have been living in other countries prior to the conflict.
- Sub-granting (as specified in C.3.3 below) to other organizations, including NGOs, in order to provide specified assistance to the MOH.

The Contractor should be prepared to collaborate on water and sanitation projects with other USAID partners, international organizations, and NGOs.

Not all essential health-related commodities, equipment, and materials (including spare parts and consumables for equipment such as X-ray film) will be available in Iraq and some will need to be imported from neighboring countries to safeguard the health of vulnerable Iraqi populations. Based on the needs of the MOH, the Contractor shall work with the USAID-supported Logistics contractor to determine the most cost-effective mechanism to establish and maintain supply depots and deliver health commodities/materials/equipment (see section C.6a: Procurement, Delivery, and Installation Requirements).

C.3.2 Technical support to the USAID mission, USAID Disaster Assistance and Response Team (DART), and health team in-country.

The Contractor shall provide support to the USAID mission, including assessments, program monitoring and evaluation, reporting on progress of its activities and those of other USAID health grantees (i.e. ICRC/IFRC/IRCS, UNICEF, and WHO) and health sector coordination related to USAID-funded health programs in Iraq. The Contractor shall be expected to maintain close coordination with the USAID mission, USAID/DCHA/OFDA, the DART, DOD staff, other USAID awardees in the health and related sectors

(e.g. water/sanitation), national and international NGOs, and bilateral/multilateral donors in-country. In addition, the Contractor is expected to maintain good relations with local citizens, and involve and solicit input from local, governorate, and national government officials and institutions including the MOH. The Contractor is advised that many key local contacts will occur in Arabic and that the Contractor must be prepared to demonstrate staff capability to work in an Arabic language environment and familiarity with Arab culture and sensitivities.

Once permissive areas are established, the Contractor shall be responsible for obtaining initial data on health coverage and status of health facilities from the MOH, DART, DOD, and other partners such as ICRC/IFRC/IRCS, UNICEF, and WHO. This information will be used by the USAID mission to focus efforts on facilities/populations/geographic areas most in need. After that, the Contractor will routinely obtain data on health coverage and status of health facilities from the MOH, ICRC, IFRC, IRCS, UNICEF, WHO, and any sub-contractors/sub-awardees of the HSS contract in order to monitor progress toward the overall USAID health objectives for post-conflict Iraq.

C.3.3 Rapid response grants to address specific health needs in-country

To respond to unforeseen emergency circumstances and ensure that priorities related to the health system are being adequately addressed, the Contractor may need to make rapid response grants in-country. Grants to U.S. NGOs are limited to $100,000 each while grants to non-U.S. NGOs may be up to $250,000 per grant. These grants will contribute to completing the activities described in sections C.3.1 and C.3.2 above. Priorities may include delivering health services, providing interim health services and/or temporary health facilities while repair/construction/re-equipping of priority buildings is taking place, and improving water and sanitation services in locations where poor hygiene is a major contributing factor to the transmission of diarrheal diseases. The Contractor will be responsible for negotiating, awarding, and monitoring the grants in accordance with USAID assistance policies. In accordance with USAID ADS 302.5.6, the USAID mission shall be involved in establishing selection criteria for the grants and approving the actual grant recipients.

USAID prefers to the extent practicable that the Simplified Grant and Fixed Obligation Grant Formats described in ADS 303.5.15 are used when the conditions set forth in 303.5.15(a) through (i) apply. The Simplified Grant and Fixed Obligation Grant Formats may be used for U.S. recipients for grants not in excess of $100,000 and for non-U.S. recipients for grants not in excess of $250,000. The threshold for U.S. recipients is limited by the requirement to obtain OMB's approval of a class deviation applicable to grants in excess of this amount.

C.4 SPECIFIC TASKS

Tasks which the Contractor will undertake are listed below.

1. Initial Planning and Pre-positioning. The Contractor shall initiate planning and selection of key staff and shall identify medical groups, equipment, supplies, materials, technical experts and other relevant items/services (e.g. transport, labor, storage) available in-country, in the region, or from other sources (subject to the source and origin restrictions provided in section E under Procurement, Delivery, and Installation Requirements). Non-Iraqi sources for all items/services must be identified given (1) the uncertainty of conditions that will exist after the conflict and (2) the current ban on procuring goods and services in Iraq. The Contractor shall also identify potential issues or challenges to obtaining these, e.g. procurement, delivery, payment, sub-contracting, limited quantities. Based on discussions with WHO, the DART, the USAID mission, and the USAID Logistics Contractor, the HSS Contractor may need to pre-position some key equipment, supplies, and medicines.

   To the extent possible, the Contractor shall also obtain preliminary information from the MOH (or other partners such as WHO) on the structure, capacity, and needs of the public health system and initiate

discussions related to coordination with national and international health partners. The Contractor will also coordinate with the USAID mission, the DART, DOD, the MOH, and international health partners such as ICRC, UNICEF, and WHO to standardize the assessment tools that the Contractor will use in Iraq.

2. Assessments of the Health System and Needs. Once permissive areas are established in-country, the Contractor will establish a core technical team and develop working relationships with key health partners in-country, including the MOH, USAID grantees/contractors (e.g. ICRC, IRCS, UNICEF, WHO, the Logistics Contractor, and the Infrastructure Reconstruction Contractor), sub-contractors/sub-grantees, the USAID mission and DART, DOD, and other key U.S. officials.

   Where possible, the HSS Contractor will conduct initial, rapid health assessments on behalf of USAID and the MOH within a week of entering permissive areas of Iraq. The focus of the assessments will be shaped by initial information provided by the MOH, DART, DOD, and other health partners and will likely include determining the condition of specific health facilities and status of health service delivery. The Contractor's assessments will be used to initiate any needed costing and sourcing of sub-contractors/sub-grantees, equipment, supplies, medicines, and any other services, such as transport, labor, and storage. If determined to be the most cost-effective mechanism, the Contractor will purchase and position equipment, supplies and medicines. In addition, the Contractor will use the assessment data to prepare a work plan for the first quarter of programming, to be submitted within one month of the contract start date, that details steps, a timetable, and responsible parties for accomplishing tasks within the plan. The first quarter workplan should include estimated monthly fuel requirements for up to one year of program implementation. The Contractor— in consultation with the MOH and USAID health grantees--will also conduct an assessment of the overall health system to include the health information system, laboratories, staff and institutional capacity, and salaries of workers in the health sector. The Contractor will also assist the MOH in planning rapid demographic and health surveys and develop and implement a program to recruit trained health care providers who were living in other countries prior to the conflict.

   The timing (i.e. simultaneous or sequential) and amount of information to be collected during the initial facility/service and health system assessments will be determined once any post-conflict circumstances are known. The HSS Contractor shall provide recommendations to the USAID mission in their initial assessments as to what facilities should receive priority rehabilitation or construction. The assessments may be shared with the Infrastructure Reconstruction Contractor.

   By end of the first month of the Award, it is expected that the Contractor shall have completed initial assessments to include: (1) health staff payroll; (2) the capacity and needs of the MOH to deliver key health services (at referral hospitals and any other priority health facilities identified by USAID), gather and use health information (through laboratories, the HIS, and other systems) particularly that related to disease outbreaks, and provide health information/education. USAID assumes that, in order to achieve many of the objectives required in this scope, the Contractor will work closely with counterparts that represented ministries or agencies of the former regime (i.e. MOH). The HSS Contractor's assessment of health staff salaries and payroll requirements will be shared with the CTO for use by another mechanism. In addition, the HSS Contractor shall be ready to provide equipment, supplies, medicines, training, and/or services as needed to the specified referral hospitals or other priorities facilities identified by the DART and USAID mission. By end of the second month, the Contractor shall have completed more comprehensive assessments of the overall health system and facilities identified by USAID and be providing equipment, supplies, medicines and/or services to the MOH and/or other health partners as needed.

3. Health System Strengthening. Based on its (and other) assessments, the Contractor shall provide training, equipment, medicines, and health information/education as prioritized by the mission to improve public

health services in specified health facilities and/or populations/geographic areas and shall provide technical assistance to the MOH (see section C.3.1 for details) to strengthen the overall public health system. In cooperation with other USAID awardees, the Contractor will provide technical capacity-building to the MOH so that after one year it will be able to manage all aspects of the country's health system, including planning, staff, payroll, service delivery, and administration of facilities.

At the end of the Contract, the Contractor shall review all of its work and report to the USAID mission on program accomplishments relative to the USAID health objectives in Iraq.

C.5 RESULTS

In support of the MOH, the Contractor will be responsible for the following results:

- assessment of health care provider payroll completed (within one month of entry into permissive areas)
- assessment of health system capacity completed (within eight weeks of entry into permissive areas);
- program to recruit trained Iraqi health staff living outside of the country operational (within six months of commencement of program implementation);
- advanced medical and surgical care available for most critical cases in 1 referral hospital in each of 21 cities (within six months of commencement of program implementation);
- health facilities assisted by the Contractor will be fully operational in terms of supplies, equipment, and training (within six months of commencement of program implementation). The exact number and location of these facilities will be determined based on assessments and prioritization by the MOH, WHO, and the USAID mission.
- provide technical assistance as required by approved assessments and work plans during the entire 12-month period of the contract.
- quality and completion of work by all its sub-contractors/sub-grantees, ensure adequate progress is made, and monitor financial payments to assure accountability during the entire 12-month period of the contract.

** Indicators to achieve the above results are provided in Attachment 5. Further details may be referenced in the contractor's technical proposal, Chapter One (Plan) dated 3/17/03. The indicators will be coordinated with the CTO.*

The Contractor, in concert with other partners supported by USAID (i.e. ICRC/IFRC/IRCS, UNICEF, and WHO), will also contribute to the following results:

- the Health Information Systems (HIS) platform functioning (within 30 days of entry into permissive areas);
- basic health care available to 25% of the population in permissive areas (within eight weeks of entry into permissive areas), 12.5 million persons (after 6 months of program implementation), and 25 million persons (after 1 year of program implementation);
- maternal and child health care available to 50% of the population in permissive areas (within eight weeks of entry into permissive areas) and a population of 25 million persons (after 6 months of program implementation);
- health information and education extended to 100% of the population in permissive areas (within eight weeks of entry into permissive areas) and 25 million persons (after 6 months of program implementation);
- the MOH able to manage all aspects of the country's health system, including planning, staff, payroll, service delivery, and administration of facilities (within 12 months of program implementation).

C.6 OPERATIONAL GUIDELINES

a. Procurement, Delivery, and Installation Requirements

All equipment, supplies, medicines, and other relevant items for making health facilities operational must be of high-quality and consistent with international standards and MOH and local needs. Specific details will be discussed with the Contractor once initial assessments have been completed and priorities identified by the MOH, DART, and USAID mission.

See Section H.6. for authorized geographic code information.

The Contractor will be responsible for providing communications equipment compatible with USG/USAID frequencies, vehicles for staff equipped with GPS transmitters, and full support for in-country staff.

The HSS contractor shall work with the USAID-supported Logistics contractor to determine the most cost-effective mechanism to establish and maintain supply depots and deliver health commodities/materials/equipment. The Contractors will inform the CTO of the recommended mechanism, who will determine whether the HSS Contractor or the Logistics contractor shall purchase, store, and deliver the required health supplies. If the HSS Contractor is considered the most appropriate provider, the HSS contractor shall be responsible for purchase, delivery, and installation (or oversight of installation if applicable) of any needed medicines, equipment, and materials purchased for delivering health services (e.g. refrigerators, microscopes, computers, furniture, etc.) in the facilities specified by USAID. The Contractor will also be responsible for any needed follow-up maintenance, including spare parts, and training on use of equipment. If required, the Contractor will issue to sub-contractors/sub-grantees the commodities/materials/equipment required to complete their projects and the value of these will be deducted from their approved budgets.

The Contractor is responsible for determining if certain health and safety precautions (e.g. immunizations, biological and chemical protection gear, malaria prophylaxis) are necessary for key staff to be located in Iraq. If so, the Contractor will also be responsible for procuring and delivering these items to key staff prior to their deployment to the region

b. Reporting Requirements

The Contractor will be responsible for providing all the reports specified in Section F of the contract.

c. Security

See the special security provision in Section H.16.

## 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 semi-finished 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.

D.2 REPORTS

Reports should be in accordance with AIDAR 752.242-70 and as indicated in Section F.

## 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) 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 |
|---|---|---|
| 52.246-3 | INSPECTION OF SUPPLIES--COST REIMBURSEMENT | MAY 2001 |
| 52.246-5 | INSPECTION OF SERVICES--COST REIMBURSEMENT | APR 1984 |

### E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place in Iraq, at the Contractor's facilities or project sites 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 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 the contract.

** Indicators are provided in Attachment 5. Further details may be referenced in the contractor's technical proposal, Chapter One (Plan) dated 3/17/03. The indicators will be coordinated with the CTO.*

## 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) 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 |
|---|---|---|
| 52.242-15 | STOP-WORK ORDER<br>ALTERNATE I (APR 1984) | AUG 1989 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |
| 52.247-48 | F.O.B. DESTINATION--EVIDENCE OF SHIPMENT | FEB 1999 |

### F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is 12 months upon contract award.

### F.3 PLACES OF PERFORMANCE

Performance of this contract will take place at the Contractor's and any subcontractor's facilities, and in those countries specified in the Section C. The contractor must note 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 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.

Standards of the health systems rehabilitation projects will be consistent with international standards and local requirements. All projects will take into consideration gender issues and accessibility for disabled persons.

Additional or different standards that the CTO determines are necessary will be communicated in writing to the Contractor. The Contractor will ensure that its subcontracts require the applicable standards as well any directed by the CTO, and that work is completed in compliance with those standards.

Performance Monitoring

Within 30 days from the signing of the award, the contractor shall submit for USAID approval a Performance Monitoring Plan. The plan will necessitate the conduct of a baseline study to develop the required baseline data for the measurement of progress throughout the contract. The plan will include methodology on how data will be collected, interim and final targets, and a timeline for collecting data. Data should be collected for all indicators developed by the contractor. The Performance Monitoring Plan shall

provide for periodic evaluation by the contractor of the impact of the various contract components and operate as a "contract feedback loop", i.e. impact evaluation/feedback/fine-tuning of component implementation/new activity cycle. The contractor will submit a semi-annual Performance Monitoring Report that details benchmarks toward achievement of performance indicators and results, the data collected and the method of collection. The first Performance Monitoring Report will be submitted no later than 30 days following the end of the FY 2003 U.S. Government fiscal year, with reports submitted semi-annually thereafter. A specific format for the performance report will be proposed by the contractor to USAID for approval 60 days following contract start-up.

## F.5 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to providing the services described in Section C 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 CTO.

1. Initial Report: A brief report utilizing prior reporting from relief and military counterparts (e.g. DART, DOD, ICRC, UNICEF, and WHO) is due within 4 weeks after contract initiation and should include:
   - status of specific parts of the health system (i.e. MOH salaries, health service delivery, health facilities, HIS and disease reporting/response, and health information/education);
   - plans for procurement and logistics to include available sources for equipment, furniture, supplies, and medicines for health facilities
   - plans for transport and labor for their delivery, installation, and training related to use (coordinated with USAID Logistics Contractor as needed). Note: the Contractor shall be prepared to deploy to the region within two weeks of contract award.

2. Weekly Consultations: A continuing requirement of this Contract will be close collaboration, reporting to, and engagement with the appropriate officers of the USAID mission. Consultations will occur on a weekly basis at a minimum to discuss the internal specifics and external contexts of the on-going work. It is anticipated that these informal, but regular consultations will support the Monthly Reports and help shape the Quarterly Work Plans.

3. Assessment Reports: A complete report on the assessment of the overall health system capacity and actual equipment/furniture/supply/medicine needs for priority facilities identified by the USAID mission is due within the first 2 months. The report should include a brief operational plan that details steps, timetable and responsible parties for specified work.

4. Quarterly Work Plans: Quarterly Work Plans that identify the priority implementation objectives for the coming three months shall be submitted within seven working days before the start of the new quarter. The USAID mission will respond to work plans within five working days. The Contractor shall calculate estimated monthly fuel requirements for program implementation for up to one year and submit with the first quarterly work plan.

5. Monthly Reports: The Contractor shall provide monthly status reports showing progress on providing assistance to the MOH, USAID mission, and DART. These are intended to be concise reports that summarize progress on achieving the objectives and intended results listed in section C above and identify implementation issues that may inhibit or enhance Contractor performance. The reports should be submitted to the USAID mission within five (5) business days of the end of each month.

The monthly reports must also include the Contractor's accrued monthly expenditures. The CTO is responsible for transmitting this information to the USAID financial management office responsible for the contract.

6. Final Report: The Contractor shall prepare a final report of work completed, objectives met, problems/delays that affected the ability to attain the stated objectives, corrective actions taken, and lessons of relevance for similar activities in the future.

7. Contract Quarterly Financial Report: The contractor shall submit a quarterly financial report to the CTO and the cognizant Contracting Officer. The quarterly financial report shall include information in the format and level of detail designated by the CTO.

F.6 KEY PERSONNEL

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

| Title | Name |
|---|---|
| Chief of Party | |
| (b)(4) | (b)(6) |

B. The personnel specified above 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 personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) 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
http://www.dec.org

F.8 752.7005 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.

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/CDIE/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).

(2) 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.

(3) 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.

(b) Submission requirements.

(1) 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.

(2) Format.

(a) 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.

## SECTION G - CONTRACT ADMINISTRATION DATA

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

(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 to the payment office, with a copy to the CTO. 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. | .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 in accordance with 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 USAID, or to the extent allowed under the applicable payment clause, will be USAID 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 USUSAID 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 in accordance with 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 Contracting Officer. 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
Mark Walther
Office of Procurement
1300 Pennsylvania Ave., NW
Washington, DC 20523-7100

G.3 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer at USAID is:

Mr. Christopher Milligan
1300 Pennsylvania Ave., NW
Washington, DC 20523-7100
(202) 712-0000

Email: cmilligan@usaid.gov

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 in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

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

(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. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, 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 Contracting Officer, the change will be considered to have been made without authority.

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

G.5 PAYING OFFICE

The paying office for this contract is USAID/Cairo:

APO Address: Accounts Payable
USAID/Financial Management
Cairo, Egypt
APO AE 09839 4902
Attn: Homi Jamshed

International Courier: Office of Financial Management
USAID Building
Lot 1/A Off Ellaselki Street
New Maadi, Cairo, Egypt
Post Code No. 11435

The contractor may use the following e-mail address for sending vouchers:

AcctsPayableEgypt@usaid.gov <<mailto:AcctsPayableEgypt@usaid.gov>>

With a cc to:

Ddolley@usaid.gov <<mailto:Ddolley@usaid.gov>>

Lzakhary@usaid.gov <<mailto:Lzakhary@usaid.gov>>

G.6 ACCOUNTING AND APPROPRIATION DATA

Org. 10299
NMS: 305
Managing Request No.: 267-0002-3-03007

Activity: SO-267-002, Element # 04 (Health Contract)
Appropriation: 723/51095
Fund Account: HCD30323267KG13

Amount: $10,000,000

## 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)<br>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

In accordance with the above clauses, the Contracting Officer 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.

Note: Country clearance for any travel to Iraq MUST be obtained from the USAID mission and the US Embassy/Baghdad at least one week before travel commences.

## 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 in accordance with 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 Contracting Officer 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:

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

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

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

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

## H.6 AUTHORIZED GEOGRAPHIC CODE

The authorized source and origin of procurement of goods and services under this contract is Geographic Code 935. At the present time this code does not include Iraq. Iran and Syria may also be permitted by

authorization of the Contracting Officer. This authority includes vehicles (only a limited number from non-U.S. sources), but does not cover other restricted commodities, such as pharmaceuticals and some types of hospital supplies and equipment. Procurement of restricted items, other than vehicles, must be of U.S. source and origin (Geographic Code 000) unless a separate waiver is approved in advance by USAID. A separate waiver for purchasing pharmaceuticals with USAID funds may also be required. In some cases, equipment, furniture for health facilities, and medicines may also be provided by other USAID grantees.

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

The Contractor shall request authorization from the Government to purchase equipment and/or resources for this contract. 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 in coordination with the CTO and the Logistics Support contractor.

(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).

## H.10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated 4/23/03 is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the Administrative Contracting Office and the following address:

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

## H.11 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.12 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.13 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, the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

## H.14 SECURITY REQUIREMENTS

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's 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. The requiring office for this contract 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 contract. A blank 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 this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract 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 CTO is responsible for managing the clearance requirements for this contract.

At the time of award, the contractor does [ X] does not [ ] have a Secret level facility clearance.

(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.

(d) Employees of the Contractor working under 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 tasked employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim personnel security 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 that 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, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under this contact, 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 contract.

(g) The USAID Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt and verification of the security data contained in the "Visit Authorization Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first."

H.15. IMPLEMENTATION

Implementation of USAID Health System Strengthening program in Iraq shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. However, the Contractor should be prepared to deploy to the region within two weeks of award of the contract. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq. (See attached Iraqi Sanctions License and Tip Sheet, Section J)

H.16 SECURITY

Special Security Conditions: U.S. Citizenship is required by the Chief of party, selected to perform under this Contract. At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted. USAID/SEC will be responsible for validating security clearances of all proposed/selected contractors and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas. No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the CTO. Any public release of information regarding this award must be approved in advance of release by the CTO (refer to Section H. of this contract for specific security guidance).

USAID anticipates that there may be some circumstances when the Contractor will need to meet with partners (e.g. USAID, DOD) at secure facilities and use classified information for planning purposes. As a result the contractor will need to have a secret facility clearance and secret clearance for key staff involved in the HSS program.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

### 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.

| 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 |
| 52.204-2 | SECURITY REQUIREMENTS | AUG 1996 |
| 52.204-4 | PRINTED OR COPIED DOUBLE-SIDED | AUG 2000 |

| | | |
|---|---|---|
| | ON RECYCLED PAPER | |
| 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 |
| 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | 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 |
| 52.215-13 | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS | OCT 1997 |
| 52.215-14 | INTEGRITY OF UNIT PRICES ALTERNATE I (OCT 1997) | OCT 1997 |
| 52.215-19 | NOTIFICATION OF OWNERSHIP CHANGES | OCT 1997 |
| 52.215-21 | REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA | OCT 1997 |
| 52.216-7 | ALLOWABLE COST AND PAYMENT | FEB 2002 |
| 52.216-8 | FIXED-FEE | MAR1997 |
| 52.217-8 | OPTION TO EXTEND SERVICES | NOV 1999 |
| 52.217-9 | OPTION TO EXTEND THE TERM OF THE CONTRACT | MAR 2000 |
| 52.219-4 | NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS | JAN 1999 |
| 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2001) | JAN 2002 |
| 52.219-16 | LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN | JAN 1999 |
| 52.219-25 | SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING | OCT 1999 |
| 52.222-3 | CONVICT LABOR | AUG 1996 |
| 52.222-19 | CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES | DEC 2001 |
| 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 WITH DISABILITIES | JUN 1998 |
| 52.222-38 | COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS | DEC 2001 |
| 52.223-6 | DRUG-FREE WORKPLACE | MAY2001 |
| 52.223-12 | REFRIGERATION EQUIPMENT AND AIR CONDITIONERS | APR 1984 |
| 52.224-1 | PRIVACY ACT NOTIFICATION | APR 1984 |
| 52.114-2 | PRIVACY ACT | APR 1984 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUL 2000 |

| | | |
|---|---|---|
| 52.225-14 | INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT | FEB 2000 |
| 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG 1996 |
| 52.227-14 | RIGHTS IN DATA--GENERAL | JUN 1987 |
| 52.227-16 | ADDITIONAL DATA REQUIREMENTS | JUN 1987 |
| 52.228-3 | WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) | APR 1984 |
| 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 | NOV 1999 |
| 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 |
| 52.232-18 | AVAILABILITY OF FUNDS | APR 1984 |
| 52.232-22 | LIMITATION OF FUNDS | APR 1984 |
| 52.232-23 | ASSIGNMENT OF CLAIMS | JAN 1986 |
| 52.233-1 | DISPUTES<br>ALTERNATE I (DEC 1998) | DEC 1998 |
| 52.233-3 | PROTEST AFTER AWARD<br>ALTERNATE I (JUN 1985) | AUG 1996 |
| 52.237-8 | RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS | OCT 1995 |
| 52.237-9 | WAIVER ON LIMITATION ON SEVERANCE<br>ALTERNATE I (JUN 1985) | OCT 1995 |
| 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR 1984 |
| 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY2001 |
| 52.242-4 | CERTIFICATION OF FINAL INDIRECT COSTS | JAN 1997 |
| 52.242-13 | BANKRUPTCY | JUL 1995 |
| 52.243-2 | CHANGES--COST REIMBURSEMENT<br>ALTERNATE II (APR 1984) | AUG 1987 |
| 52.243-7 | NOTIFICATION OF CHANGES | APR 1984 |
| 52.244-2 | SUBCONTRACTS<br>ALTERNATE II (AUG 1998) | AUG 1998 |
| 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC 1996 |
| 52.244-6 | SUBCONTRACTS FOR COMMERCIAL ITEMS | MAY2002 |
| 52.245-5 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS) | JAN 1986 |
| 52.246-23 | LIMITATION ON LIABILITY | FEB 1997 |
| 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB 1997 |
| 52.247-63 | PREFERENCE FOR U.S. FLAG CARRIERS | JAN 1997 |
| 52.247-67 | SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT | JUN 1997 |
| 52.248-1 | VALUE ENGINEERING | FEB 2000 |
| 52.249-2 | TERMINATION FOR CONVENIENCE | SEP 1996 |
| 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | SEP 1996 |
| 52.249-14 | EXCUSABLE DELAYS | APR 1984 |
| 52.251-1 | GOVERNMENT SUPPLY SOURCES | APR 1984 |

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|---|---|---|
| 52.253-1 | COMPUTER GENERATED FORMS | JAN 1991 |

AIDAR 48 CFR Chapter 7

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|---|---|---|
| 752.202-1 | DEFINITIONS | |
| 752.204-2 | SECURITY REQUIREMENTS | |
| 752.211-70 | LANGUAGE AND MEASUREMENT | JUN 1992 |
| 752.225.71 | LOCAL PROCUREMENT | FEB 1997 |
| 752.226-2 | SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE | APR 1997 |
| 752.226-3 | LIMITATIONS ON SUBCONTRACTING | JUN 1993 |
| 752.228-3 | WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT) | |
| 752.228-7 | INSURANCE-LIABILITY TO THIRD PERSONS | |
| 752.228-70 | MEDICAL EVACUATION (MEDVAC) SERVICES | MAR1993 |
| 752.242-70 | PERIODIC PROGRESS REPORTS | JUL 1998 |
| 752.245-70 | GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS | |
| 752.245-71 | TITLE TO AND CARE OF PROPERTY | APR 1984 |
| 752.7001 | BIOGRAPHICAL DATA | JUL 1997 |
| 752.7002 | TRAVEL AND TRANSPORTATION | JAN 1990 |
| 752.7006 | NOTICES | APR 1984 |
| 752.7007 | PERSONNEL COMPENSATION | JUL 1996 |
| 752.7008 | USE OF GOVERNMENT FACILITIES OR PERSONNEL | APR 1984 |
| 752.7010 | CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY | APR 1984 |
| 752.7011 | ORIENTATION AND LANGUAGE TRAINING | APR 1984 |
| 752.7013 | CONTRACTOR-MISSION RELATIONSHIPS | OCT 1989 |
| 752.7014 | NOTICE OF CHANGES IN TRAVEL REGULATIONS | JAN 1990 |
| 752.7015 | USE OF POUCH FACILITIES | JUL 1997 |
| 752.7018 | HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES | JAN 1999 |
| 752.7019 | PARTICIPANT TRAINING | JAN 1999 |
| 752.7023 | REQUIRED VISA FORM FOR USAID PARTICIPANTS | APR 1984 |
| 752.7025 | APPROVALS | APR 1984 |
| 752.7027 | PERSONNEL | DEC 1990 |
| 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 52.252-2 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):

For Federal Acquisition Regulation (FAR) clauses: www.arnet.gov
For USAID Acquisition Regulation (AIDAR) clauses: www.usaid.gov

## I.3 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.4 52.232-25 PROMPT PAYMENT (FEB 2002), ALTERNATE I (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 in accordance with 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 in accordance with 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 in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with 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.

(e) Invoices for interim payments. For interim payments under this cost-reimbursement contract for services--

(1) Paragraphs (a)(2), (a)(3), (a)(4)(ii), and (a)(5)(I) do not apply;
(2) For purposes of computing late payment interest penalties that may apply, the due date for payment is the 30th date after the designated billing office receives a proper invoice; and
(3) The Contractor shall submit invoices for interim payments in accordance with paragraph (a) of FAR 52.216-7, Allowable Cost and Payment. If the invoice does not comply with contract requirements, it will be returned within 7 days after the date the designated billing invoice office received the invoice.

I.5. 752.7016 Voluntary Population Activities.

The following clause is applicable to all contracts involving any aspect of voluntary population activities.
VOLUNTARY POPULATION ACTIVITIES (March 1999)

(a) Voluntary Participation and Family Planning Methods
(1) The contractor agrees to take any steps necessary to ensure that funds made available under this agreement will not be used to coerce any individualto 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 agreement, shall provide a broad range of family planning methods and services available in the country in which the activity is conducted or shall provide information to such individuals regarding where such methods and services may be obtained.

(b) Requirements for Voluntary Family

Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or nongovernmental organization provides family planning services to people and for which "Development Assistance" funds, or goods or services financed with such funds, are provided under this agreement, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.
(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are usedfor the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular methodof contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method.
This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subagreement or contract under paragraph (e) of this clause, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirementsof this paragraph while using such commodities or receiving such Services.

(9) (i) The contractor shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph; (ii) the contractor shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a number of people over a period of time that indicate there is a systemic problemin the project. (iii) The contractor shall provide USAID such additional information about violations as USAID may request.

Additional Requirements For Voluntary Sterilization Programs

(1) None of the funds made available under this contract shall be used to pay for the performance of involuntary sterilization as a method of family planning or to coerce or provide any financial incentive to any individual to practice sterilization.

(2) The contractor shall ensure that any surgical sterilization procedures supported in whole or in part by funds from this contract are performed only after the individual has voluntarily appeared at the treatment facility and has given informed consent to the sterilization procedure. Informed consent means the voluntary, knowing assent from the individual 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 option to withdraw consent anytime prior to the operation.

An individual's consent is considered voluntary if it is based upon the exercise of free choice and is not obtained by any special inducement or any element 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 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 this oral explanation shall be acknowledged by the patient's mark on the certification and by the signature or mark of a witness who shall speak the same language as the patient.

(4) The contractor must retain copies of informed consent forms and certification documents for each voluntary sterilization procedure for a period of three years after performance of the sterilization procedure

Abortion restrictions

(1) 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 purpose of inducing abortions as a method of family planning; (ii) special fees or incentives to women to coerce or motivate women to have abortions; (iii) payments to persons to perform abortions or to solicit women to undergo abortions; (iv) information, education, training, or communication programs that seek to promote abortion as a method of family planning; and (v) lobbying for abortion.

(2) No funds made available under this contract will be used to pay for any biomedical research which relates, in whole or in part, to methods of, or in performance of, abortions or involuntary sterilizations as a means of family planning. Epidemiologic or descriptive research to assess the incidence, extent or consequences of abortions is not Requirement for Subagreements

The contractor shall insert this provision in all subsequent subcontracts or subagreements involving family planning or population activities which will be supported in whole or in part with funds under this contract.

(END OF CLAUSE)

I. Amendment for FY 1999 Funding

When FY 1999 funds for voluntary population activities are added to an existing award, clause 752.7016 entitled "Family Planning and Population Assistance Activities" (AUG 1986) must be amended to incorporate the requirements of the Tiahrt amendment to be applicable to activities undertaken using FY 1999 funds. Therefore, when FY 1999 funds are added to an existing award that includes the clause at 752.7016 , include the following language to amend the terms and conditions of award:
"Funds made available under this amendment are subject to the following paragraph which is hereby included as the final paragraph of the clause entitled "Family Planning and Population Assistance Activities (AUG 1986)":

(e) Requirements for Voluntary Family

Planning Projects

(1) A family planning project must comply with the requirements of this paragraph.

(2) A project is a discrete activity through which a governmental or Nongovernmental organization provides family planning services to people and for which Development Assistance funds, or goods or services financed with such funds, are provided under this award, except funds solely for the participation of personnel in short-term, widely attended training conferences or programs.

(3) Service providers and referral agents in the project shall not implement or be subject to quotas or other numerical targets of total number of births, number of family planning acceptors, or acceptors of a particular method of family planning. Quantitative estimates or indicators of the number of births, acceptors, and acceptors of a particular method that are used for the purpose of budgeting, planning, or reporting with respect to the project are not quotas or targets under this paragraph, unless service providers or referral agents in the project are required to achieve the estimates or indicators.

(4) The project shall not include the payment of incentives, bribes, gratuities or financial rewards to (i) any individual in exchange for becoming a family planning acceptor or (ii) any personnel performing functions under the project for achieving a numerical quota or target of total number of births, number of family planning acceptors, or acceptors of a particular method of contraception. This restriction applies to salaries or payments paid or made to personnel performing functions under the project if the amount of the salary or payment increases or decreases based on a predetermined number of births, number of family planning acceptors, or number of acceptors of a particular method of contraception that the personnel affect or achieve.

(5) No person shall be denied any right or benefit, including the right of access to participate in any program of general welfare or health care, based on the person's decision not to accept family planning services offered by the project.

(6) The project shall provide family planning acceptors comprehensible information about the health benefits and risks of the method chosen, including those conditions that might render the use of the method inadvisable and those adverse side effects known to be consequent to the use of the method. This requirement may be satisfied by providing information in accordance with the medical practices and standards and health conditions in the country where the project is conducted through counseling, brochures, posters, or package inserts.

(7) The project shall ensure that experimental contraceptive drugs and devices and medical procedures are provided only in the context of a scientific study in which participants are advised of potential risks and benefits.

(8) With respect to projects for which USAID provides, or finances the contribution of, contraceptive commodities or technical services and for which there is no subaward or contract under paragraph (d) of this provision, the organization implementing a project for which such assistance is provided shall agree that the project will comply with the requirements of this paragraph while using such commodities or receiving such services.

(8) (i) The contractor shall notify USAID when it learns about an alleged violation in a project of the requirements of subparagraphs (3), (4), (5) or (7) of this paragraph.. (ii) The contractor shall investigate and take appropriate corrective action, if necessary, when it learns about an alleged violation in a project of subparagraph (6) of this paragraph and shall notify USAID about violations in a project affecting a

number of people over a period of time that indicate there is a systemic problem in the project. (iii) The contractor shall provide USAID such additional information about violations as USAID may request.

(END OF CLAUSE)

I.6 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 is 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.

(d) 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

| ATTACHMENT NUMBER | TITLE |
|---|---|

ATTACHMENT 1 - DD 254 Form (1 page)

ATTACHMENT 2 - Dept. of Treasury Iraqi Sanctions Regulations License # IQ-2215 (3 pages)

ATTACHMENT 3 - Tip Sheet (5 pages)

ATTACHMENT 4 – Small Business Subcontracting Plan, 4/23/2003 (8 pages)

ATTACHMENT 5 – Indicators (1 page)

# DEPARTMENT OF DEFENSE
# CONTRACT SECURITY CLASSIFICATION SPECIFICATION

*(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)*

**1. CLEARANCE AND SAFEGUARDING**

a. FACILITY CLEARANCE REQUIRED: SECRET

b. LEVEL OF SAFEGUARDING REQUIRED: NONE

**2. THIS SPECIFICATION IS FOR:** *(X and complete as applicable)*

| | | |
|---|---|---|
| X | a. PRIME CONTRACT NUMBER: RAN-C-00-03-0001-00 | |
| | b. SUBCONTRACT NUMBER | |
| | c. SOLICITATION OR OTHER NUMBER | DUE DATE *(YYYYMMDD)* |

**3. THIS SPECIFICATION IS:** *(X and complete as applicable)*

| | | | |
|---|---|---|---|
| X | a. ORIGINAL *(Complete date in all cases)* | | DATE *(YYYYMMDD)*: 20030430 |
| | b. REVISED *(Supersedes all previous specs)* | REVISION NO. | DATE *(YYYYMMDD)* |
| | c. FINAL *(Complete Item 5 in all cases)* | | DATE *(YYYYMMDD)* |

**4. IS THIS A FOLLOW-ON CONTRACT?** [ ] YES [X] NO. If Yes, complete the following:

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

**5. IS THIS A FINAL DD FORM 254?** [ ] YES [X] NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

**6. CONTRACTOR** *(Include Commercial and Government Entity (CAGE) Code)*

| a. NAME, ADDRESS, AND ZIP CODE | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)* |
|---|---|---|
| ABT, ASSOCIATES, INC.<br>55 WHEELER STREET<br>CAMBRIDGE, MA 02138-1168 | 1A018 | DSS<br>S11BN<br>BOSTON |

**7. SUBCONTRACTOR**

| a. NAME, ADDRESS, AND ZIP CODE | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)* |
|---|---|---|
| N/A | N/A | N/A |

**8. ACTUAL PERFORMANCE**

| a. LOCATION | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)* |
|---|---|---|
| USAID MISSIONS IN IRAQ/KUWAIT | N/A | USAID/SEC<br>RRB, ROOM 2.06A<br>202 712-0990 |

**9. GENERAL IDENTIFICATION OF THIS PROCUREMENT**

TO ASSIST USAID IN THE IMPLEMENTATION OF PRIORITY PROGRAMS IN THE HEALTH, POPULATION AND EDUCATION SECTORS.

| 10. CONTRACTOR WILL REQUIRE ACCESS TO: | YES | NO | 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: | YES | NO |
|---|---|---|---|---|---|
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION | | X | a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY | X | |
| b. RESTRICTED DATA | | X | b. RECEIVE CLASSIFIED DOCUMENTS ONLY | | X |
| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | | X | c. RECEIVE AND GENERATE CLASSIFIED MATERIAL | | X |
| d. FORMERLY RESTRICTED DATA | | X | d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE | | X |
| e. INTELLIGENCE INFORMATION | | | e. PERFORM SERVICES ONLY | X | |
| (1) Sensitive Compartmented Information (SCI) | | X | f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES | X | |
| (2) Non-SCI | | X | g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER | | X |
| f. SPECIAL ACCESS INFORMATION | | X | h. REQUIRE A COMSEC ACCOUNT | | X |
| g. NATO INFORMATION | | X | i. HAVE TEMPEST REQUIREMENTS | | X |
| h. FOREIGN GOVERNMENT INFORMATION | | X | j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS | | X |
| i. LIMITED DISSEMINATION INFORMATION | | X | k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE | | X |
| j. FOR OFFICIAL USE ONLY INFORMATION | X | | l. OTHER *(Specify)* | | |
| k. OTHER *(Specify)*<br>ACCESS TO SENSITIVE BUT UNCLASSIFIED INFORMATION (SBU) | | | | | |

DD FORM 254, DEC 1999 PREVIOUS EDITION IS OBSOLETE

ATTACHMENT 1

12. **PUBLIC RELEASE.** Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U S Government authority. Proposed public releases shall be submitted for approval prior to release [ ] Direct [X] Through *(Specify)*

USAID'S CONTRACTOR'S TECHNICAL OFFICER (CTO), MR. CHRIS MILLIHAN, USAID/ANE, 1300 PENN, AVE, N.W., WASHINGTON, D.C., 20523-8800, (202) 712-4547

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classifiection guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein Add additional pages as needed to provide complete guidance )*

THE CONTRACTOR WILLL ABIDE BY THE TERMS OF THE SECURITY AGREEMENT (DD FORM 441) EXECUTED BETWEEN THEIR COMPANY AND THE DEPTARTMENT OF DEFENSE AND ENFORCE THE SECURITY STANDARDS OUTLINED IN THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) DATED JANUARY, 1995

IN ADDITION T OTHE ABOVE, SUPPLEMENTAL SECURITY REQUIREMENTS PERTAINIG TO THIS PERFORMANCE IS ATTACHED AS ITEM NUMBERS 13-1-13-21. THE CONTRACTOR MUST IMMEDIATELY CONTACT THE DESIGNATED CTO IDENTIFIED IN BLOCK 12 ABOVE FOR CLARIFICATION OF THE SECURITY GUIDANCE APPLICABLE TO THIS PERFORMANCE.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. [X] Yes [ ] No
*(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)*

SEE SECTION "H" OF THE BASIC CONTRACT

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. [ ] Yes [X] No
*(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed )*

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

| a. TYPED NAME OF CERTIFYING OFFICIAL | b. TITLE | c. TELEPHONE *(Include Area Code)* |
|---|---|---|
| MR MARK A WEBB | INDUSTRIAL SECURITY SPECIALIST<br>OFFICE OF SECURITY, USAID | (202) 712-5612 |

| d. ADDRESS *(Include Zip Code)* | 17. REQUIRED DISTRIBUTION | |
|---|---|---|
| 1300 PENNSLYVANIA AVE, N.W<br>WASHINGTON, D.C<br>20523-8800 APR 28 | X | a. CONTRACTOR |
| | X | b. SUBCONTRACTOR |
| | X | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| e. SIGNATURE | X | d. U S ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| | X | e. ADMINISTRATIVE CONTRACTING OFFICER |
| | X | f. OTHERS AS NECESSARY USAID/SEC |

SUPPLEMENTAL SECURITY GUIDANCE FOR USAID CONTRACT NUMBER RAN-C-00-03-0001-00

**BLOCK #13 OF THE DD Form 254 ENTITLED "SECURITY GUIDANCE" CONTINUED:**

13-1. The National Industrial Security Program (NISP) was established by Executive Order 12829 (EO 12829). Effective April 2, 1996, USAID entered into agreement with the Department of Defense (DoD) in accordance with EO 12829. This agreement established the terms of DoD's responsibilities to act on behalf of USAID for NISP matters.

13-2. The operating manual for the NISP replaces the DoD Industrial Security Manual. Accordingly, all references to the DoD Industrial Security Manual contained in this DD Form 254 or in other clauses in this contract shall be substituted with the National Industrial Security Program Operating Manual (DoD 5220.22-M).

13-3. FAR Clause 52.204-2, Security Requirements, is applicable to this contract.

13-4. The contractor will be responsible for abiding by the policies and procedures contained in the following USAID Automated Directive System (ADS) Chapters:

13-4a. USAID ADS Chapter 565, Physical Security Programs (Domestic) contains the policies and essential procedures for the protection of national security information and employees in the USAID Headquarters building.

13-4b. USAID ADS Chapter 567, Classified Contract Security and Contractor Personnel Security Program, contains the policies and essential procedures for classified contracts and personnel security investigations and clearances for contractor personnel.

13-4c. USAID ADS Chapter 568, National Security Information and Counterintelligence Security Program, contains the policies and essential procedures for the protection of national security information contact reporting, and counterintelligence awareness training.

13-4d. USAID ADS Chapter 551, Automated Information Systems Security, contains the policies and essential procedures for the protection of USAID sensitive systems and data.

13-5. USAID ADS Chapter 565 specifies the conditions under which the Government will issue a USAID Building Pass. Possession of a USAID Building Pass is required for unescorted access into the USAID Headquarters building.

SUPPLEMENTAL SECURITY GUIDANCE FOR USAID CONTRACT NUMBER RAN-C-00-03-0001-00
BLOCK #13 OF THE DD Form 254 ENTITLED "SECURITY GUIDANCE" CONTINUED:

13-6. In addition to the requirements noted in USAID ADS Chapter 565 and 567, contractor employees who have been granted a security clearance will not be issued a USAID Building pass unless the contractor certifies in writing that the contract employee has signed an SF 312, Classified Information Nondisclosure Agreement, and received an initial security briefing in accordance with Chapter 3 of the NISP Operating Manual (NISPOM). (Note: The Request for Visit Authorization (VAR) serves as this certification that the security training and Non-Disclosure requirements have been met). Interim security clearances will be accepted by USAID. The CTO will determine whether Contract Hire personnel require a USAID RRB pass.

13-7. The contractor shall not permit any employee who has not been issued a USAID Building Pass by USAID to work in or have routine access in USAID-controlled space.

13-8. The Government will control access to classified national security information by contractor employees. All classified national security information will be properly marked by the Government prior to disclosure to the contractor. All discrepancies, doubts or questions concerning the proper sensitivity or classification level of information by the contractor will be resolved by the designated CTO.

13-9. The contractor shall not possess or store any classified national security information or materials in the contractor's controlled space within the U.S. or overseas without the prior approval of the U.S. Government CTO, The Department of State Regional Security Officer (RSO) and USAID/SEC.

13-10. The contractor shall not reproduce or copy any classified national security information without the prior written authorization from the Government CTO or designee. Upon completion of the contract, all classified material will be returned to the Government.

13-11. The Government will advise the FSO of all security violations by contractor's employee(s) while working in USAID-controlled space. In turn, the FSO must report this incident/violation to their designated DSS representative.

13-12. The contractor may be afforded access to information which is considered sensitive under the Computer Security Act of 1987, as amended (Public Law 100-235). Such information is "Sensitive But Unclassified" (SBU) and shall be safeguarded as specified in 12 FAM 540. The Government will ensure all SBU information provided to the contractor or placed under the control of the contractor is identified as SBU.

SUPPLEMENTAL SECURITY GUIDANCE FOR USAID CONTRACT NUMBER RAN-C-00-03-0001-00
BLOCK #13 OF THE DD Form 254 ENTITLED "SECURITY GUIDANCE" CONTINUED:

13-13. The Government CTO or designee will determine which contractor employees are allowed access to USAID sensitive automated information systems.

13-14. The contractor shall ensure that employees given access to SBU information, Government information technology systems containing sensitive information, and/or routine access to USAID-controlled space abide by the provisions of ADS Chapter 551.

13-15. The contractor shall not store any SBU information or materials in the contractor's controlled space without the prior approval of the Government Contracting Technical Officer's Representative (CTO) or designee. Upon completion of the contract, all SBU material will be returned to the Government.

13-16. Responsibility to Control Access: It is the contractor's responsibility to ensure that his/her employees do not have access to USAID data, information, network connections, and/or space without the appropriate clearance and that all mandated security procedures are followed.

13-17. The contractor shall ensure that upon termination from the contract his/her employees receive a security debriefing, sign the Security Debriefing Acknowledgement portion of the SF 312, and return the USAID Building Pass to the designated USAID CTO.

13-18. The Contractor shall submit for approval to the Government CTO the security requirements for any Subcontract that the Contractor may employ.

13-19. Any discrepancies, doubts or questions concerning the proper sensitivity or classification level of information provided to the contractor will be forwarded to the CTO for resolution.

13-20. The contractor will comply with the Visits and Meeting notification requirements as outlined in paragraph 6-103 inclusive of the National Industrial Security Program Operating Manual. Notifications are to be sent to: U.S. Agency For International Development, Office Of Security, 1300 Penn Ave, N.W., Rm. 2.06-A (RRB), Washington, D.C. 20523-8800.

13-21. Employees working under this contract must have been subject to a background investigation by the Defense Security Service, and awarded the appropriate interim/final security clearance by DISCO prior to the issuance of a USAID/W building pass.

DEPARTMENT OF THE TREASURY
WASHINGTON, D.C. 20220

License No. IQ-2215

# IRAQI SANCTIONS REGULATIONS

## LICENSE

(Granted under the authority of Section 203 of the U.S. International Emergency Economi Powers Act (50 U.S.C. § 1702), Section 5 of the United Nations Participation Act (22 U.S.C § 287c), Executive Orders No. 12722 of August 2, 1990, No. 12724 of August 9, 1990, No 12957 of March 15, 1999, No. 12959 of May 6, 1995 and No. 13059 of August 19, 1997, and Part 501, 560 and 575 of Title 31 of the Code of Federal Regulations.)

To: Bureau of Near Eastern Affairs
Bureau of Population, Refugees and Migration
Agency for International Development
c/o U.S. Department of State
Bureau of Economic Sanctions Policy
Washington, D.C. 20520

1. Based on the 01/23/03 memorandum from the U.S. Department of State (the "Memorandum"), th transactions and activities delineated on the reverse hereof are hereby authorized.

2. This license is granted upon the statements and representations made in the Memorandum otherwise filed with or made to the Treasury Department as a supplement to the Memorandum, c based on information available to the Treasury Department, and is subject to the condition among others, that all U.S. persons who are State Department or USAID grantees/contractor (the "Licensees") comply with all regulations, rulings, orders, and instructions issued b the U.S. Secretary of the Treasury under the authority of Section 203 of the Internationa Emergency Economic Powers Act, Section 5 of the United Nations Participation Act, and th terms of this license.

3. The Licensee(s) shall furnish and make available for inspection any relevant informatior records or reports requested by the U.S. Secretary of the Treasury or any duly authorize officer or agency.

4. This license is not transferable, and is subject to the terms of Executive Orders No 12722 and 12724, and any regulations, rulings, orders and instructions issued pursuan thereto, and may be revoked or modified at any time at the discretion of the U.S. Secretar of the Treasury.

5. This license does not excuse compliance with any law or regulation administered by th Office of Foreign Assets Control or any other agency (including reporting requirements applicable to the transaction(s) herein licensed, nor does it release Licensee(s) or thir parties from civil or criminal liability for violation of any law or regulation.

Issued by direction and on behalf of the Secretary of the Treasury:

OFFICE OF FOREIGN ASSETS CONTROL

By Richard Newcomb 2/5/03
R. Richard Newcomb
Director

(Attention is directed to 18 U.S.C. § 1001; 50 U.S.C. § 1705; 22 U.S.C. § 287c(b); § 586E of Pub.L. 101-513, 50 U.S.C. § 1701 note; Pub L. 101-410, 28 U.S.C. 2461 note; and 31 C.F.R. § 575.701 et seq., for provisions relating to penalties.)

ATTACHMENT 2

SECTION 1 - AUTHORIZATION:

(a) Subject to the terms and limitations of the Iraqi Sanctions Regulations, 31 C.F.R. Part 575, and the Iranian Transactions Regulations, 31 C.F.R. Part 560 (the "Regulations"), and the following conditions and limitations, the Licensees are authorized to engage in all transactions necessary to establish and implement programs related to the provision of humanitarian support, as defined and authorized by these grants/contracts, to the Iraqi peoples in and around Iraq.

(1) No goods or technology (U.S. or foreign-origin) of types controlled under the Department of Commerce's Export Administration Regulations for export to Iraq or on the UN Goods Review List may be exported or re-exported to Iraq, or purchased or used locally in Iraq.

(2) No goods or technology controlled under the Department of Commerce's Export Administration Regulations for export to Iran may be exported or re-exported to Iran, or purchased or used locally in Iran. Please note that the Department of Commerce's Export Administration Regulations also restrict certain exports and re-exports to Syria.

(3) Proposals for the export or re-export of any goods to Iraq must be submitted to the UN 661 Committee to the extent, and in the manner, required under applicable UN Security Council regulations and related rules and regulations. To apply for UN authorization or notification, please contact the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, D.C. 20520 (TEL: 202-647-2708, FAX: 202-647-3261).

(4) The Licensees shall take adequate measures to prevent any items authorized for export, re-export or local purchase from being obtained or acquired by the Governments of Iraq or Iran, their agencies, or instrumentalities.

(b) U.S. financial institutions are authorized to engage in funds transfers in connection with transactions authorized pursuant to section 1(a) of this license, provided that no Iraqi or Iranian financial institution or other agency or instrumentality of the Governments of Iraq or Iran may participate in any such funds transfer.

(c) All transactions pursuant to this license must conform to the provisions of the Regulations, all relevant United Nations Security Council Resolutions, including 661, 666, 687 and 1409, and relevant guidance issued by the 661 Committee, as these terms are defined in the Regulations, as well as the provisions of the Trade Sanctions Reform and Export Enhancement Act of 2000 with respect to the commercial sale of agricultural products, medicine and medical devices to Iran.

(d) Any funds transfer executed pursuant to the terms of this license must reference OFAC License No. IQ-2215 or it will be rejected.

**SECTION 2 - RECORDKEEPING AND REPORTING REQUIREMENTS:**

(a) In accordance with 31 C.F.R. § 501.601, the Licensee(s) hereunder is required to keep full and accurate records of all transactions engaged in under this license. Such records shall be made available for examination upon demand for at least 5 years from the date of each transaction. Licensee(s) shall provide information on demand concerning any transaction authorized by or pursuant to this license, as required pursuant to 31 C.F.R. § 501.602.

(b) It is a requirement of this license that the Bureau of Near Eastern Affairs, the Bureau of Population, Refugees and Migration and the Agency for International Development, Department of State, notify OFAC electronically of the name and address of each licensee within two business days after a grant/contract is approved or if a grant is revoked. Each notification is to be cumulative, reflecting all current Licensees with new Licensees highlighted with an asterisk, and is to be submitted to the Compliance Programs Division, Office of Foreign Assets Control, U.S. Department of the Treasury, 1500 Pennsylvania Avenue, 20220. The notifications are to be sent by email to OfacReport@do.treas.gov and are to reference in their headers the Department of State and License No. IQ-2215

**SECTION 3 - CERTIFICATION:**

It is a requirement of this license that within ten (10) business days of the awarding of a grant/contract by State/USAID and on a calendar quarter basis thereafter each Licensee certify directly to the Office of Foreign Assets Control that it is and will continue to be in accordance with all the conditions set forth herein. The certifications are to be sent by email to OfacReport@do.treas.gov and are to reference in their headers the Department of State and License No. IQ-2215

**SECTION 4 - WARNING:**

Except as expressly authorized by the terms of this license or otherwise by the Office of Foreign Assets Control or the Regulations, nothing in this license authorizes any transaction prohibited by the Regulations, nor does this license authorize any transfer of any property blocked pursuant to 31 C.F.R. § 575.201, or any transfer of any funds or other financial or economic resources to or for the benefit of the Governments of Iraq and Iran or any person in Iraq or Iran.

**SECTION 5 - PRECEDENCE:**

This license is issued on a nonprecedential basis.

**********

# Tip Sheet

## USAID or State Department Grantees or Contractors

- OFAC License authorizing USAID or State Department grantees or contractors to engage in all transactions necessary to establish and implement programs related to the provision of humanitarian support to the Iraqi peoples in and around Iraq, subject to the conditions specified in the license, will be provided to the contractor or grantee at the time that USAID or the State Department awards the contract or grant.
    - Note that licenses provided under this authority cover only activities related to Iraq and funded by the State Department or USAID.
    - Any activities outside the scope of the State Department or USAID grant or contract must be separately licensed.
- Licensees (defined in the license to include all persons who are State Department or USAID contractors/grantees) are required to keep full and accurate records of all transactions engaged in under the license, as described in the license.
    - The licensee must certify to OFAC within ten business days of awarding of the grant/contract, and on a calendar quarterly basis thereafter that it is and will continue to be in accordance with all the conditions set forth in the license directly. The certifications are to be sent by email to <OfacReport@do.treas.gov>, in accordance with the license.

## Tips for Registration Program

- Requires application to OFAC as provided for in OFAC regulations, to be published soon.
- May be issued to all NGOs that are involved in humanitarian activities in areas not controlled by the Government of Iraq.
    - "Humanitarian activities" or "humanitarian purposes" means activities for "humanitarian purposes," as that term is defined by the Department of State, for

relevant UNSC resolutions on Iraq, to mean: humanitarian relief, educational, cultural, recreational, and human rights-related activities, and activities to ameliorate the effects of or to investigate war crimes. Such purposes may include preparatory activities and transactions.

- Once an NGO registration number is issued, NGOs may engage in transactions related to their humanitarian activities, including the exportation of services, goods, software, or technology to areas of Iraq not controlled by the Government of Iraq and the transfer of funds to and from such territories only for humanitarian purposes.

  The term "areas of Iraq not controlled by the Government of Iraq" is described to mean, as of January 30, 2003, areas north of the "Green Line" and under the control of the Kurdistan Democratic Party (KDP) or the Patriotic Union of Kurdistan (PUK) in the following provinces of Iraq: Dahuk, Arbil, and Sulaymaniyah. Questions can be addressed to the Office of Northern Gulf Affairs, Bureau of Near Eastern Affairs, Room 4241, U.S. Department of State, 2201 C Street NW, Washington, DC 20520; Tel: 202-647-5692. Any changes to the description of this term will be posted on the Department of State web site at: <www.state.gov>.

Additional Tips for Both Programs

- State Department and USAID grantees or contractors and any NGO issued an NGO registration number are subject to all terms of the applicable licenses or regulatory conditions, and must comply with all regulations, rulings, orders, and instructions issued by the U.S. Secretary of the Treasury under the authority of section 203 of the International Emergency Economic Powers Act and section 5 of the United Nations Participation Act.

- Exports and re-exports to Iraq or Iran, or purchase or use locally in Iraq or Iran, of any goods and technology, regardless of origin, of the type controlled under the Department of Commerce's Export Administration Regulations for export to any terrorist list state, or, in the case of Iraq, on the UN Goods Review List, are not permitted.

- o If a State Department or USAID grantee/contractor or NGO registration number recipient is uncertain as to whether a particular item is controlled for export to either Iran or Iraq and would like a classification, it may submit a complete description of the item, including technical specifications to **the U.S. Department of Commerce, Tel: (202) 482-4252 (Karen Nies-Vogel or Susan Daoussi).**

- Proposals for the export or re-export of any goods to Iraq must be submitted to the UN 661 Committee in accordance with relevant UN Security Council resolutions and relevant UN 661 Committee procedures.
  - o Completed applications for exports of goods from the United States should be submitted to the Office of Peacekeeping and Humanitarian Operations, Room 5323, U.S. Department of State, 2201 C Street NW, Washington, DC 20520 (TEL: 202-647-2708, FAX: 202-647-3261).
  - o Applications must include an Excel spreadsheet attachment. Applications and spreadsheet attachments may be downloaded from the UN's Oil-For-Food web site at www.un.org/depts/oip/. Guidelines for completing the forms are also accessible on the web site.
  - o Exports are authorized only upon delivery of the approved or notified application from the Department of State.
  - o UN applications for seeking approval for or providing notification of the export of goods from other countries should be submitted through the other country's mission to the United Nations.

- Travel Advisories: The Department of State urges all NGOs/Contractors to frequently check Travel Advisories at <www.travel.state.gov>. All travelers are reminded that conditions are uncertain, even in these areas, and up-to-date information should be sought from local contacts.

- Passport Validation: The current Travel Warning for Iraq warns U.S. citizens to avoid travel to Iraq and those in country to depart. Conditions throughout Iraq remain unsettled and dangerous. Due to the temporary closure of the U.S. Interests Section at the Embassy of the republic of Poland in Baghdad, there are no consular services available to U.S. citizens in Iraq. On Febraury 8, 1991, U. S. passports ceased to be valid for

travel to, in or though Iraq and may not be used for that purpose unless a special validation has been obtained from the U.S. Department of State. Without the requisite validation, use of a U. S passport for travel to, in or through Iraq may constitute a violation of 18 U.S. C. 1544, and may be punishable f a fine and/or imprisonment. Should you wish to apply for a validation, you must submit an application to the Deputy Assistant Secretary for Passport Services, U.S. Department of State, 2401 E Street NW, 9th floor Wash DC, 20522-0907. The envelope should be marked for the attention of the Office of Passport Policy and Advisory Services.

- o Requests must include the applicant's name, date and place of birth, U.S. passport numbers and when they are traveling and the purpose of the trip. Issuance of any license or registration from OFAC does not in any way create a presumption in favor of passport validation.

Tips for Survey/Assessment Missions

- All NGOs involved in humanitarian activities eligible.
- Can be used for travel to Iraq and Iran.
- Funds may be transferred to Iran or Iraq only for "humanitarian purposes," as that term is defined by the Department of State, for relevant UNSC resolutions on Iraq, to mean: humanitarian relief, educational, cultural, recreational, and human rights-related activities, and activities to ameliorate the effects of or to investigate war crimes. Such purposes may include preparatory activities and transactions.
- Any funds transferred to Iran or Iraq may only be used for travel-related transactions, such as airplane, taxi, auto rental, communications and hotel charges, as well as for needed personal services (guides, interpreters, etc.), and the payment of required official fees and taxes. Funds may not be used to open offices or to establish permanent facilities of any kind, or to locally purchase any goods or technology in Iraq or Iran of any kind, except usual and reasonable personal effects for personal use.

- No exports or re-exports to Iran or Iraq are permitted, except for those items intended for temporary use, as personal baggage, by the mission representatives, provided that such items are either consumed during the visit or returned with the representatives at the end of the visit, and further provided that any such personal items, regardless of origin, are not of the type controlled under the Department of Commerce's Export Administration Regulations for export to any terrorist-list state or in the case of Iraq, goods that are on the UN Goods Review List (GRL)
- Any request to export or re-export to Iraq or Iran any goods or technology as part of a survey or assessment mission will require separate OFAC authorization and must be in accordance with U.S. law and any relevant UN Security Council resolutions and 661 Committee rules and regulations.

**Note**

**This document is subject to change, is intended only for general informational purposes, and does not in any way supercede or substitute for applicable laws and regulations. (Revised 2/12/2003)**

# SMALL BUSINESS SUBCONTRACTING PLAN

Identification Data

DATE: April 23, 2003

CONTRACTOR: Abt Associates Inc.

ADDRESS: 4800 Montgomery Lane, Suite 600

Bethesda, MD 20814

SOLICITATION OR CONTRACT NUMBER: RFP N° M/OP-03-8520

PROJECT TITLE: Health System Strengthening in Post Conflict Iraq

| | Base Period | Option | Option |
|---|---|---|---|
| TOTAL AMOUNT OF CONTRACT | $37,818,278 | | |
| PERIOD OF PERFORMANCE (MO. & YR.) | 4/1/2003 to 3/31/2004 | to | to |

1. **Type of Plan**

X Individual plan means a subcontracting plan that applies to a specific contract, covers the entire contract period (including option periods), and has goals that are based on Abt Associates planned subcontracting in support of the specific contract. In addition and as an option, indirect costs incurred for common or joint purposes may also be allocated on a prorated basis to the contract.

2. **Goals**

(b)(4)



rev 043002

ATTACHMENT 4

| SUBCONTRACTING GOALS | Base<br>$$ % | Option<br>$$ % | Option<br>$$ % |
|---|---|---|---|
| **Total Subcontract Awards:** | | | |
| • Direct US subcontracting:<br>• Indirect US subcontracting: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 10c of SF 294): | (b)(4) | $ 0 100% | $ 0 100% |
| **Small Business:** | | | |
| • Direct Small Business:<br>• Indirect Small Business: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 10a of SF 294): | (b)(4) | $ 0 0.0% | $ 0 0.0% |
| **SDB:** | | | |
| • Direct SDB:<br>• Indirect SDB: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 11 of SF 294): | (b)(4) | $ 0 0.0% | $ 0 0.0% |
| **Women-owned SB:** | | | |
| • Direct WOSB:<br>• Indirect WOSB: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 12 of SF 294): | (b)(4) | $ 0 0.0% | $ 0 0.0% |
| **HBCU/MI:** | | | |
| • Direct HBCU/MI:<br>• Indirect HBCU/MI: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 13 of SF 294): | | $ 0 0.0% | $ 0 0.0% |
| **HUBZone SB:** | | | |
| • Direct HUBZone:<br>• Indirect HUBZone: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 14 of SF 294): | (b)(4) | $ 0 0.0% | $ 0 0.0% |
| **Veteran Owned SB:** | | | |
| • Direct VOSB:<br>• Indirect VOSB: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 15 of SF 294): | (b)(4) | $ 0 0.0% | $ 0 0.0% |
| **Service Disabled Vet. SB:** | | | |
| • Direct SDVSB:<br>• Indirect SDVSB: | (b)(4) | $<br>$ | $<br>$ |
| **Total** (block 15 of SF 294): | (b)(4) | $ 0 0.0% | $ 0 0.0% |

3. <u>Types of Supplies and Services</u>

A description of the principal types of supplies and services to be subcontracted, and an identification of the business size planned for subcontracting to --

(check all that apply)

| Name: | Subcontracted Product/Service: | SB | SDB | WOSB | HCBU /MI | HUBZ | VETSB | SDVETSB |
|---|---|---|---|---|---|---|---|---|
| Howard Delafield International | Techncial Assistance | ☒ | ☐ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Health Services Engineering Inc. | Techncial Assistance | ☒ | ☐ | ☐ | ☐ | ☐ | ☒ | ☐ |
| HR First | Recruitment, screeneing, assessment | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Huffman and Carpenter | Techncial Assistance | ☒ | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| Mill City | Procurement services | ☒ | ☒ | ☐ | ☐ | ☒ | ☒ | ☐ |
| QED | Techncial Assistance | ☒ | ☒ | ☒ | ☐ | ☐ | ☐ | ☐ |
| TransCentury | Procurement services | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| International Medical Corps | Techncial Assistance | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| Voxiva | Techncial Assistance | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

(attach list if needed)

* Note: Will be identified through Abt Associates' Small Business Database as requirements are defined.

4. **<u>Methods</u>**

The following methods have been used to develop the subcontracting goals for Section 2 above:

Abt Associates' methods for developing the small business subcontracting goals on this project come from direct experience with this type or similar type project. This gives us insight into what can be reasonably subcontracted to small business, small disadvantaged business, women-owned small business, veteran owned small business, or HUBZone small business concerns (and as applicable HCBU/MI) in this industry, what goals are realistically achievable, and what expertise is required to find a qualified small business firm for a particular service or product.

Abt Associates' approach generally comprises:

- extensive review of expertise required to determine small business possibilities;
- identifying selected tasks which could be subcontracted directly to small business concerns or tasks that lend themselves to project specific staff augmentation;
- reviewing services and/or materials estimates to equate accurate dollar values to

services planned from small business firms;

- reviewing Abt Associate's small business utilization programs and results to identify areas of success and lessons learned; and
- utilizing other Abt Associates resources for additional information on potential candidates.

5. **Potential Sources**

The following sources have been utilized to identify potential sources for solicitation purposes: internal company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the partnership of veterans affairs website of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, and/or small, HUBZone small, small disadvantaged, and women-owned small business trade associations).

6. **Indirect Costs**

Indirect costs have been ☐ have not been ☒ included in the dollar subcontracting goals stated above (check one).

*(Applicable if indirect costs been included): Abt Associates business practice is to utilize small business, HUBZone small business, small disadvantaged business, veteran owned small business, and women-owned small business concerns as vendors to the greatest extent possible in the course of normal business. The dollars planned for small business, HUBZone small business, small disadvantaged, veteran owned, and women-owned small business concerns are based on the estimated percentages of indirect dollars that are targeted for outsourcing to such firms. These percentages have been applied to the total estimated indirect dollar value of the budget for this project. Since the indirect dollar value consists of a combination of labor and non-labor related elements, it is important to note that only the non-labor related portion of the indirect costs (historically approx. 40% of the total) are available for outsourcing initiatives.*

7. **Program Administrator**

The identified Abt Associates employee, in conjunction with the Company's Small Business Programs Manager, will administer the duties and responsibilities associated with the subcontracting program.

Name: George A. Laudato

Title: Managing Vice President for International Health

Address: 4800 Montgomery Lane, Suite 600, Bethesda, MD 20814

Telephone: 301 913 0539

Responsibilities: (1) ensure maximum equitable subcontracting opportunities are provided to small business, HUBZone small business, small disadvantaged business, veteran owned

small business, and women-owned small business concerns; and (2) achieve subcontracting goals.

8. **Equitable Opportunity**

Abt Associates is undertaking the following efforts to assure that small business, HUBZone small business, veteran owned small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending and conducting small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net); and
5. Newspaper, magazine ads which encourage new sources

B. Internal efforts to guide and encourage participation:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small business, HUBZone small business, small disadvantaged business, veteran owned small business, and women-owned small business source lists, guides, and other data for soliciting subcontracts;
3. Monitoring activities to evaluate compliance with the subcontracting plan;
4. Small Business Programs newsletter to appraise staff of ongoing efforts.

9. **Flow-Down Clause**

In addition to our internal activities, Abt Associates gives assurance to include the FAR clause 52.219-8 entitled "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities, and will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 to adopt a subcontracting plan (52.219-9) similar to the plan that complies with the requirements of this Contract.

10. **Reporting and Cooperation**

Abt Associates gives assurance to (i) cooperate in any studies or surveys that may be required; (ii) submit periodic reports so the Government can determine the extent of compliance by the offeror with the subcontracting plan; (iii) submit Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms or as provided in agency regulations; and (iv) ensure that its subcontractors agree (as applicable) to submit SF 294 and SF 295.

## 11. Recordkeeping

The following types of records are maintained at Abt Associates to ensure compliance with the requirements and goals in the plan. These records include source lists, a description of Abt Associates efforts to locate small business, HUBZone small business, veteran owned small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records (maintained on a corporate or by contract basis) also include the following

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, veteran owned small business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, veteran owned small business, or women-owned small business concerns.

(iii) Records on each solicitation resulting in an award over $100,000 indicating --

A. Whether small business concerns were solicited and if not, why not;
B. Whether HUBZone small business concerns were solicited and if not, why not;
C. Whether small disadvantaged business concerns were solicited and if not, why not;
D. Whether women-owned small business concerns were solicited and if not, why not;
E. Whether veteran owned small business concerns were solicited and if not, why not; and
F. If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

A. Trade associations;
B. Business development organizations; and
C. Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, veteran owned small business, and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through --

A. Workshops, seminars, training, etc., and
B. Monitoring performance to evaluate compliance with the program requirements.

(vi) On a contract-by-contract basis, records to support subcontract award data submitted by Abt Associates to the Government, including the name, address and business size of each subcontractor.

12. **Contractor Functions**

In order to effectively implement this plan to the extent consistent with efficient contract performance, Abt Associates shall perform the following functions:

(i) Assist small business, HUBZone small business, veteran owned small business, small disadvantaged business, or women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Reasonable efforts shall be made to give all such concerns an opportunity to compete over a period of time.

(ii) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, veteran owned small business, or women-owned small business concerns in all "make-or-buy" decisions.

(iii) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, veteran owned small business, small disadvantaged business, or women-owned small business firms.

(iv) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, veteran owned small business, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

13. **Reports**

Abt Associates shall submit the following reports:

(i) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract.

(ii) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It shall be submitted annually. All reports submitted at the close of each fiscal year shall include a breakout of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group.

**Subcontracting Plan** submitted by:

Typed Name: George A. Laudato

Title: Managing Vice President for International Health

Signature: George A. Landuto

Date Prepared: 3/17/2003

Telephone No.: 301 913 0539

**Subcontracting Plan** accepted by:

Contracting Officer

Date

## ...ble 1: Indicator Monitoring

**Hospital care available for advanced medical surgical cases**

- functioning hospitals and beds

**Fully operational health facilities**

- # functioning primary care sites
- # reported "stock-outs" of essential medications
- # unique patient encounters
- # clinic visits
- # of provider training activities focused on patient management and intake protocols
- Audit results of patient management and intake protocols
- # of facilities that have been trained in triage and referral protocols
- Total amount of equipment/supplies/ pharmaceuticals allocated with sub analysis for private sector.
- Health resource allocation tracking report
- Basic health care
- (Note utilization indicators will reflect maternal and child visits uniquely)
- # primary and preventive patient encounters
- # unique patient encounters
- # clinic visits
- Maternal and child health care
- (See also utilization indicators)
- # of facilities performing basic and comprehensive emergency OB care
- # of children fully immunized with EPI vaccines

**Health information and education**

- # and type of IEC campaigns directed to household production of health.

**Health system management**

- System and disease surveillance data available to health system managers
- Iraqi participation in all planning for health system development
- Health resource tracking report available within 6 months of the project
- Donor activity tracking report available within 6 months of the project.