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ENTIRE DOCUMENT

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CONTRACT AMENDMENT

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ON Action Office:

PBC

ON/NSP Action Monitor

PAS

Section IA. PLANNED PARENTHOOD ASSOCIATION

Contractor/Grantee Name:

Section IB. AID/sod-PDC-C-0055

Contract/Grant Number:

Type Order:

Order No:

Amend/Modification No.:

Date PID/T Rec'd ON/NSP or Mission Contract Office: 1/31/79

PIOTT #: 932-0644-3297515

APPRO. #: 72-1191021.4

ALLOT. #: 944-36-099-00-81-91

PROJECT #: 932-0644

PROJECT TITLE: FP Training for Paramedics/Auxiliaries (Family Planning Seminars)

Amount of this PIOTT: \$63,000

Project Manager and Tech. Office: B. Kennedy, DS/POP/TT

Contractor's D-U-R-S No.:

Negotiator:

D. Schult

Contract/Grant Officer: M. Snyder

Signature:

Initials:

Section II.

Effective Date of Document: 1-31-79

Host Country Institution (Univ. Contract Only)

Signature Date of Document: 2-12-79

Campus Coordinator (Univ. Contract Only)

Est. Comp. Date: 6-30-79

Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date): 6-30-79

by this Action: 63,000

Compl. Obligation thru this Action: 163,000

Section III. Description of Contract/Grant: PLEASE CIRCLE ONLY ONE ITEM UNDER EACH HEADING: IF OTHER, PLEASE SPECIFY. (Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

M03 - TYPE ACTION

- 0. Contract/Grant/Coop. Agreement
 - 1. Task Order (BOA)
 - 2. Work Order (IOC)
 - 3. Delivery Order (Requirements)
 - 4. Purchase Order
- If 1 - 3 circled, complete M12 only.

M04 - CONTRACT/GRANT TYPE

- 0. MDA, (BOA, BMA, etc.)
 - 1. Fixed Price (Specify: FFP, FPEM, FPEPA, FPI)
 - 2. Cost Reimbursement (Specify: CR, CRR, CS, CRAP, CRIF)
 - 3. Cooperative Agreement
 - 4. Grant - General Support
 - 5. Grant - Specific Support
 - 6. Grant - 21(d)
 - 7. Do not Use
 - 8. IOCs
 - 9. Host Country Contract/Grant
- Complete only through M51.
- Complete only through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4) & (FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-4.50)
- D. Hd. Inst and/or Intl Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. S(e) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
- B. Tech Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Tech Services to AID (other than training) (usually operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Transition Service

M07 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
- B. A & E Firms
- C. Individual (Non-personal service)
- D. Individual (Personal Service)
- E. Univ/other Ed Institutions
- F. Non-Profit Orgam., Institutions (other than Ed or FVO)
- G. Private Voluntary Organization (PVO)
- H. International Agri. Research Organisation
- I. Public International Organizations (UN Agencies, ICRC, World Bank, etc.) (Handbook 13, Chapter 5)

M08 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. S(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. S(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large firms) Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large firms) Minority
- M. U. S. Government

M09 - CONTRACTING PARTY

1. Direct AID/W Executed Contract/Grant
2. Direct AID Mission Executed Contract/Grant
3. Host Country Grant Financed
4. Host Country Loan Financed
5. Host Country Contract/Grant Source of Finance Unknown

M10 - PRIVATE VOLUNTARY ORGANIZATION

1. U. S. Registered PVO
2. U. S. Non-Registered PVO
3. U. S. Cooperative
4. Foreign Cooperatives
5. Foreign PVO
6. Other than 1 thru 5 (Not PVO or COOP)

M11 - ADVANCE

1. No Advance
2. Advance- Non FRIC
3. Advance- Federal Reserve Letter of Credit

M12 - COUNTRY OF PERFORMANCE

(Specify)

M13 - Is any travel required outside U. S.? Yes No

M14 - CONTRACT/GRANT SOURCE:

1. U. S. Contractor/Grantee
2. Non-U. S. Contractor/Grantee
3. Combination of 1 and 2

M15 - TYPE OWNERSHIP

1. American Oriental
2. Black American
3. American Aleuts or Eskimos
4. American Indian
5. Hispanic
6. Other than 1 thru 5

M22 - CURRENCY INDICATOR

0. U. S. Dollar
1. Local Currency
2. Combination
3. Unfunded

M50 - SUBCONTRACTING CODE

0. 0 Dollars
1. 1 - 10,000 Dollars
2. 10,001 - 499,999 Dollars
3. 500,000 and over
4. Unknown

M51 - SUBCONTRACTOR TYPE AWARD

- A. Small Business Set-Aside Awarded to Non-Minority
- B. Small Business Set-Aside Awarded to Minority
- C. Small Business Not Set-Aside Awarded to Non-Minority
- D. Small Business Not Set-Aside Awarded to Minority
- E. S(a) - SBA Awarded to Non-Minority (Women Owned, Veterans)
- F. S(a) - SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large Firms) - Non-Minority
- L. Not Small Business (Univ., Non-Profit, Large Firms) - Minority
- M. U. S. Government
- N. Unknown

M56 - SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer } Equipment, Supplies,
- B. Walsh-Healey Act, Regular Dealer } Materials, Commodities
- C. Service Contract Act (U. S. only - Guards, Maintenance, }
Laborers)
- D. Davis-Bacon Act (Construction)
- E. Not subject to Walsh-Healey, Service Contract or }
Davis-Bacon Act (Most AID Contracts)

M57 - AFFIRMATIVE ACTION PLAN ON FILE

Yes
No

M58 - AFFIRMATIVE ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

Yes
No

M60 - INCIDENTAL FUNDED CONTRACT

Yes No

M61 - CONSULTANT TYPE AWARD

Is the Award for Consulting Type Service to AID?
Yes No

M63 - EXTENT OF COMPETITION IN NEGOTIATION

- COMPETITIVE**
- A1. Small Business Total Set-Aside
 - A2. Small Business Partial Set-Aside
 - A3. Labor Surplus Set-Aside
 - A4. Labor Surplus/Small Business Set-Aside
 - A9. Other Negotiated Competitive

NON-COMPETITIVE

- B1. Buy Indian
- B2. S(a) Program
- B3. Follow-on After Competition
- B9. Other Negotiated Non-Competitive

M65 - TYPE OF BUSINESS

- E1. Source: Non-U. S. and Used Outside U. S. and Possessions
- E2. Source: Non-U. S. and Possessions (Foreign Purchases Used Inside U. S.)
(If U. S. Source, Select A-N)
- A1. Small Business - Disadvantaged S(a)
- A2. Small Business - Owned by Minority Group
- A3. Other Small Business (including individuals)
- B1. Large Minority Business
- B2. Other Large Business
- C1. Non-Profit Private Educational Organization
- C2. Non-Profit Hospital
- C3. Non-Profit Research Institution, Foundation, and Laboratories
- C4. Other Non-Profit Institutions
- D1. State/Local Government Educational Institution
- D2. State/Local Government Hospital
- D3. State/Local Government Research Organization
- D4. Other State/Local

M66 - COST ACCOUNTING STANDARDS

Required
Not Required

M67 - NUMBER OF BIDDERS OFFERING GOODS OR SERVICES OF FOREIGN ORIGIN

M68 - HOME OWNED BUSINESS

Yes No

M69 - PERCENT FOREIGN CONTENT OF COMMODITIES AND SERVICES

M70 - LABOR SURPLUS AREA (LSA) PREFERENCE (Location of Contractor)

1. Labor Surplus Area - No Preference
3. Labor Surplus Area - Tie Bid Preference
5. Not a Labor Surplus Area Preference Award
7. Total Labor Surplus/Small Business Set-Aside Preference
8. Total Labor Surplus Set-Aside Preference (P.L. 95-89)

(M03 - M51 are required for AID reporting; M56 - M69 are required for the Office of Federal Procurement Policy reporting. SEA/CM has no control over these elements.)

3

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. **Amendment No. 2** 2. EFFECTIVE DATE **1-31-79** 3. REQUIREMENT/ITEM NAME REFERENCE NO. **932-064L**

4. ISSUED BY **Services Operations Division** **Technical Office**
Office of Contract Management **Office of Population**
Agency for International Development **Bureau for Development Support**
Washington, D.C. 20523

ORIGINAL

7. CONTRACTOR NAME AND ADDRESS **Planned Parenthood Association/Chicago Area**
55 East Jackson Boulevard
Chicago, Illinois 60604

8. AMENDMENT OF SOLICITATION NO. **DATED** _____ (See Block 9)

9. MODIFICATION OF CONTRACT/ORDER NO. **AID/SOD/PDC-C-0055**
DATED **3-1-78** (See Block 11)

10. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in Block 12. The above contract number is extended, is not extended.
 The contractor acknowledges receipt of this amendment prior to the time and date specified in the solicitation, or as amended, by one of the following methods:
 (a) By sending a copy of this amendment to the contractor and government number. (b) By acknowledging receipt of this amendment in each copy of the offer submitted, or (c) By separate letter or telegram to the contractor and government number. **FAILURE TO ACKNOWLEDGE TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED WILL RESULT IN REJECTION OF YOUR OFFER.** If a change of the amendment you desire to change on offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the contract or contract amendment, and is received prior to the opening hour and date specified.

11. APPROXIMATE AND APPROXIMATE DATA (If required)
 Appropriation **72-1193021.4** PTO/T **932-064L-3297515 (\$63,000)**
 Allotment **932-36-097-CO-81-71**

12. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 The Change Order is issued pursuant to:
 The Changes set forth in Block 12 are made to the above numbered contract/order.
 The above numbered contract/order is modified to reflect the amendments and changes (such as changes in issuing office, appropriation data, etc.) set forth in Block 12.
 This Supplemental Agreement is entered into pursuant to authority of **the Foreign Assistance Act of 1961, as amended,** and **Executive Order 11223**

13. RECAPITULATION OF AMENDMENT/MODIFICATION

a. Recapitulation of pertinent contract data, including changes provided herein, is as follows:

Best Available Document

TYPE OF CONTRACT	Cost Reimbursement
AMOUNT OBLIGATED BY THIS AMENDMENT	\$63,000
TOTAL OBLIGATED AMOUNT OF CONTRACT	\$163,000
CONTRACT TERM	March 1, 1978 - June 30, 1979

b. Contract No. AID/SOD/PDC-C-0055 is hereby amended as follows:

(1) Cover Page

Amount - Delete "\$100,000" and substitute in lieu thereof "\$163,000".

14. EXCEPT AS PROVIDED HEREIN, ALL TERMS AND CONDITIONS OF THE DOCUMENT CONTAINED IN BLOCK 5, OR HAS BEEN CHANGED THEREIN, APPLY AND IN FULL FORCE AND EFFECT.

15. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS PROMISED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

16. NAME OF CONTRACTOR/OFFEROR **Keith E. McAlhaney**

17. NAME AND TITLE OF SIGNER (Type or print) **Keith E. McAlhaney** **Vice President, Operations** **2/9/79**

18. NAME OF CONTRACTING OFFICER (Type or print) **M.H. Snyder** **12 FEB 1979**

Estimated Completion Date - Delete "January 31, 1979" and substitute in lieu thereof "June 30, 1979".

(2) ARTICLE II - STATEMENT OF WORK

Paragraph "C" - Delete the first sentence and substitute the following in lieu thereof:

"C. The program developed and the field work undertaken shall be divided into six areas: (1) Adolescent Fertility Management; (2) Development Communication; (3) Medical Update; (4) Family Planning Program Development; (5) Management and Administration; and (6) Training of Trainers."

Paragraph E-6 - Delete the second sentence and substitute the following in lieu thereof:

"The Project Manager, DS/POP/TT, and the Office of International Training (IS/IT), shall be advised of any such participants enrolled in the programs."

Paragraph E-7 - Delete the third sentence and substitute the following in lieu thereof:

"Such personnel shall only participate in the program activities of this contract with the prior approval of the Project Manager, DS/POP/TT."

(3) ARTICLE V PERIOD OF CONTRACT

Delete "January 31, 1979" and substitute in lieu thereof "June 30, 1979".

(4) ARTICLE VI - ESTIMATED COST

Delete "\$100,000" and substitute in lieu thereof "\$163,000".

(5) APPENDIX A - BUDGET

Delete in its entirety and substitute the following in lieu thereof:

APPENDIX A

BUDGET

March 1, 1978 to June 30, 1979

<u>Category</u>	<u>3-1-78 to 1-31-79</u>	<u>2-1-79 to 6-30-79</u>	<u>Totals</u>
Salaries and Wages	\$ 45,602	\$32,130	\$ 77,732
Fringe Benefits	6,458	4,691	11,349
Indirect Costs	18,284	13,495	31,781
Consultant Fees (faculty)	4,000	2,940	6,940
Travel and Transportation	1,451	3,360	4,811
Equipment and Materials	1,150	4,074	5,224
Special Project - Adolescent Pregnancy	20,000	-0-	20,000
Other Direct Costs	<u>2,850</u>	<u>2,310</u>	<u>5,160</u>
	\$100,000	\$63,000	\$163,000

1. AMENDMENT/MODIFICATION NO. **Amendment No. 1** 2. EFFECTIVE DATE **11-30-78** 3. REQUESTION/PURCHASE REQUEST NO. 4. PROJECT NO. (If applicable) **932-0652**

5. ISSUED BY **Services Operations Division
Office of Contract Management
Agency for International Development
Washington, D.C. 20523** 6. ~~ADDRESSING OFFICE/AGENCY/DEPARTMENT~~ **Office of Population
Bureau for Development Support**

7. CONTRACTOR NAME AND ADDRESS **Planned Parenthood Association/Chicago
Area
5 East Jackson Boulevard
Chicago, Illinois 60604**

8. AMENDMENT OF SOLICITATION NO. _____
 DATED _____ (See block 9)
 MODIFICATION OF CONTRACT/ORDER NO. **AID/SOD/PDC-C-0055**
 DATED **3-1-78** (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
 Offerors 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 signing and returning _____ copies of this amendment, (b) By acknowledging receipt of this amendment on 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 ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
 (c) This Supplemental Agreement is entered into pursuant to authority of **the Foreign Assistance Act of 1961, as amended, and Executive Order 11223**
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION
 a. Recapitulation of pertinent contract data, including changes provided herein, is as follows:
 TYPE OF CONTRACT **Cost Reimbursement**
 TOTAL OBLIGATED AMOUNT OF CONTRACT **\$100,000**
 CONTRACT TERM **March 1, 1978 - January 31, 1979**
 b. Contract No. **AID/SOD/PDC-C-0055** is hereby amended as follows:
 (1) Cover Page
 Estimated Completion Date - Delete "November 30, 1978" and substitute in lieu thereof "January 31, 1979".

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN **7** COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR **PLANNED PARENTHOOD ASSOCIATION/CHICAGO AREA** UNITED STATES OF AMERICA

BY **Andre Singleton** (Signature of person authorized to sign) BY **M. H. Snyder** (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) **Andre Singleton, Vice President
Training and Research Center** 16. DATE SIGNED 18. NAME OF CONTRACTING OFFICER (Type or print) **M. H. Snyder** 19. DATE SIGNED **11 DEC 1978**

(2) ARTICLE V - PERIOD OF CONTRACT

Delete "November 30, 1978" and substitute in lieu thereof "January 31, 1979".

(3) ARTICLE XV - ALTERATIONS TO THE GENERAL PROVISIONS

Add "Attachment to AID 1420-41, Cost Reimbursement Contract, June 1978" attached hereto.

(4) APPENDIX A - BUDGET

Delete "March 1, 1978 to November 30, 1978" and substitute in lieu thereof "March 1, 1978 to January 31, 1979".



Attachment to AID 1420-41,
Cost Reimbursement Contract
June 1978

ALTERATIONS IN CONTRACT

A. The General Provisions (Form AID 1420-41C (7-1-76)) of this Contract are modified as follows:

1. General Provision 23, Termination for Default or for Convenience of the Government:

Paragraph (j) is amended by deleting the phrase "...at the rate of 6 percent per annum,..." and in its place inserting "...at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41 (50 U.S.C. App. 1215(b)(2)) for the Renegotiation Board,..."

2. General Provision 29, Patent Rights. The attached clause entitled (specify patent rights clause) is incorporated into the General Provisions of this Contract.

3. General Provision 40, Listing of Employment Openings, is deleted in its entirety. In its place insert the attached General Provision entitled "Disabled Veterans and Veterans of the Vietnam Era."

4. General Provision 44, Clean Air and Water, is attached hereto and is incorporated into the General Provisions of this Contract.

5. General Provision 45, Cost Accounting Standards, is attached hereto and is incorporated into the General Provisions of this Contract.

6. General Provision 46, Use of Government Facilities and Personnel, is attached hereto and is incorporated into the General Provisions of this Contract.

B. The Additional General Provisions (Form AID 1420-41D (7-1-76)) of this Contract are modified as follows:

1. Additional General Provision 3, Travel Expenses:

(a) Paragraph (i)(1)(ii) is deleted in its entirety. In its place insert the following new paragraph (i)(1)(ii):

"(ii) Death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. 'Serious illness or injury' and 'immediate family' are defined in accordance with Section 699.5 of the Uniform State/AID/USIA Regulations, as in effect on the date of such travel."

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9

Attachment to AID 1420-41,
Cost Reimbursement Contract
June 1978

- 2 -

(b) Paragraph (1), Use of U.S. Flag Carriers, is deleted in its entirety.

2. Additional General Provision 4, Transportation and Storage Expenses:

Paragraph (d)(1), International Air Transportation, is deleted in its entirety.

3. Additional General Provision 11, Insurance - Workmen's Compensation, Private Automobiles, Marine, and Air Cargo is amended by deleting paragraph (a), Workmen's Compensation Insurance, in its entirety. In its place, insert the attached clause entitled "Workmen's Compensation Insurance (Defense Base Act) (Dec. 1977)."

4. Additional General Provision 16, Preference for U.S. Flag Air Carrier, is attached hereto and is incorporated into the Additional General Provisions of this Contract.

General Provision _____

DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(This clause shall be included in all contracts exceeding \$10,000)

(a) The Contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified.

The Contractor agrees to take affirmative action to employ, advance in employment, or otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment, upgrading, promotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

(b) The Contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local Government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive Orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The Contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 States, The District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular

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opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of the public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the Contractor proposed to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the Contractor's noncompliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

17

General Provision No. _____

CLEAN AIR AND WATER (FPR 1-2302-2) (AUG 1975)

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

(2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

(3) The term "clean air standards"

means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site or operations, owned, leased, or supervised by a contractor or subcontractor, to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency determines that independent facilities are collocated in one geographical area.

7/3

GENERAL PROVISIONS

COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board, or the General Services Administration in the case of non-defense contracts, has prescribed rules or regulations keeping the Contractor or this Contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. pp. 2168 (P.L. 91-379, August 15, 1970), or other statutory authority, the Contractor, in connection with this Contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this Contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contains this Cost Accounting Standards clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this Contract. If any change in disclosed practices is made for purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this Contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this Contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this Contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(A) Agree to an equitable adjustment (as provided in the Changes clause of this Contract, if any) if the contract cost is affected by a change which, pursuant to (3) above, the Contractor is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (4)(A), above, may be made. A change to a practice may be proposed by either the Government or the Contractor, provided, however, that no agreement may be made under this provision that will increase costs paid by the United States.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standards or to follow any practice disclosed pursuant to subparagraphs (a)(1) and (a)(2), above, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 per cent per annum whichever is less from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this Contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on:

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Standards clause by reason of Para. 331.30(b) of Title 4, Code of Federal Regulations (4 CFR 331.30(b)) or Para. 1-3.1203 (a)(2) of Title 41, Code of Federal Regulations (41 CFR 1-3.1203(a)(2)).

However, if this is a contract with an agency which permits subcontractors to appeal final decisions of the Contracting Officer directly to the head of the agency or his duly authorized representative, then the Contractor shall include the substance of paragraph (b) as well.

NOTE: (1) Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such Statement and the address of the Contracting Officer.

(2) In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the Contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standards Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in Sec. 331.20 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.20) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

Use of Government Facilities or Personnel
(May 1978)

(a) The Contractor and any employee or consultant of the Contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the Contract, unless the use of Government facilities or personnel is specifically authorized in the Contract, or is authorized in advance, in writing, by the contracting officer.

(b) If at any time it is determined that the Contractor, or any of its employees or consultants have used U.S. Government facilities or personnel without authorization either in the Contract itself, or in advance, in writing, by the contracting officer, then the amount payable under the Contract shall be reduced by an amount equal to the value of the U.S. Government facilities or personnel used by the Contractor, as determined by the contracting officer.

(c) If the parties fail to agree on an adjustment made pursuant to this clause, it shall be considered a "dispute," and shall be dealt with under the terms of the "Disputes" clause of the Contract.

Workmens' Compensation Insurance
(Defense Base Act)
(Dec 1977)

- (1) The Contractor before commencing performance under this contract shall provide and thereafter maintain such Workmens' Compensation Insurance or security as is required by the Defense Base Act, as amended (42 USC 1651 et seq.).
- (2) Contractor agrees to procure Defense Base Act insurance coverage requirements pursuant to a contract between AID and its insurance carrier; unless, Contractor has a DBA self insurance program approved by the Department of Labor; an approved retrospective rating plan for DBA; entered into a long term agreement for DBA coverage with an underwriter or agent prior to November 14, 1977. However, if it would be economical to cancel the long-term coverage and pay short-term rates, contractor is required to do so.
- (3) If the Contractor secures a waiver of Defense Base Act coverage for its employees who are not citizens of the United States, residents of or hired in the United States, or, AID has secured such a waiver, the contractor agrees to comply with the conditions of such waiver.
- (4) The Contractor further agrees to insert in all subcontracts hereunder to which the Defense Base Act is applicable, a clause similar to this clause, including this sentence, imposing on all such subcontractors a like requirement to provide overseas Workers' Compensation Insurance coverage and obtain Defense Base Act coverage under the AID requirements contract.

ADDITIONAL GENERAL PROVISION

PREFERENCE FOR U.S. FLAG AIR CARRIERS (Jan. 1977)

[This contract clause shall be included in (a) invitations for bids, (b) requests for proposals, and (c) contracts (including contracts resulting from unsolicited proposals) whenever international air transportation of personnel (and their personal effects) or property may be required in the performance of the contract. The requirements of this clause do not apply to small purchases made in accordance with FPR 1-3.6.]

(a) Pub. L. 93-623 requires that all Federal agencies and Government contractors and subcontractors will use U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available. It further provides that the Comptroller General of the United States shall disallow any expenditure from appropriated funds for international air transportation on other than a U.S. flag air carrier in the absence of satisfactory proof of the necessity therefor.

(1) The contractor agrees to utilize U.S. flag air carriers for international air transportation of personnel (and their personal effects) or property to the extent service by such carriers is available.

(c) In the event that the contractor selects a carrier other than a U.S. flag air carrier for international air transportation, he will include a certification on vouchers involving such transportation which is essentially as follows:

CERTIFICATION OF UNAVAILABILITY
OF U.S. FLAG AIR CARRIERS

I hereby certify that transportation service for personnel (and their personal effects) or property by certificated air carrier was unavailable for the following reasons: (state reasons)*1

(d) The terms used in this clause have the following meanings:

(1) "International air transportation" means transportation of persons (and their personal effects) or property by air between a place in the United States and a place outside thereof or between two places both of which are outside the United States.

(2) "U.S. flag air carrier" means one of a class of air carriers holding a certificate of public convenience and necessity issued by the Civil Aeronautics Board, approved by the President, authorizing operations between the United States and/or its territories and one or more foreign countries.

(3) The term "United States" includes the fifty states, Commonwealth of Puerto Rico, possessions of the United States, and the District of Columbia.

(e) The contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase hereunder which may involve international air transportation.

NOTE:

*1. FPR 1-1.323-3, requires that expenditures for service furnished by a noncertificated air carrier generally will be allowed only when service by a certificated air carrier or carriers is "unavailable" as indicated by the June 17, 1975, Comptroller General's memorandum (B-138942) entitled "Guidelines for Implementation of Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974". The criteria contained in the memorandum are reproduced below:

- (a) Passenger or freight service by a certificated air carrier is considered "available" even though:
- (1) Comparable or a different kind of service by a noncertificated air carrier costs less, or
 - (2) Service by a noncertificated air carrier can be paid for in excess foreign currency, or
 - (3) Service by a noncertificated air carrier is preferred by the agency or traveler needing air transportation, or
 - (4) Service by a noncertificated air carrier is more convenient for the agency or traveler needing air transportation.
- (b) Passenger service by a certificated air carrier will be considered to be "unavailable":
- (1) When the traveler, while en route has to wait 6 hours or more to transfer to a certificated air carrier to proceed to the intended destination, or
 - (2) When any flight by a certificated air carrier is interrupted by a stop anticipated to be 6 hours or more for refueling, reloading, repairs, etc., and no other flight by a certificated air carrier is available during the 6 hour period, or
 - (3) When by itself or in combination with other certificated or noncertificated air carriers (if certificated air carriers are "unavailable") it takes 12 or more hours longer from the original airport to the destination airport to accomplish the agency's mission than would service by a noncertificated air carrier or carriers.
 - (4) When the elapsed traveltime on a scheduled flight from origin to destination airports by noncertificated air carrier(s) is 3 hours or less, and service by certificated air carrier(s) would involve twice such scheduled traveltime.

ACQUISITION ACTION DATA SHEET

Page:

CM Action Office: SOD/PDC - 005

CM/SUP Action Monitor PAS

Section IA.
Contractor/Grantee

Name: Planned Parenthood Assn./Chicago

Section IB.

Contract/Grant Number: SOD/PDC - 0055

Type Order:

Award/Modification No.:

Date FIO/T Rec'd CM/SUP or Mission Contract Office: 11/2

FIO/T #: 3287530 A71

APPRO. #: 72-11810-1.4

ALLOT. #: 844-36-099-00-81-93

PROJECT #: 932-0652

PROJECT TITLE: Family Planning Seminars

Amount of this FIO/T: -0-

Project Manager and Tech. Office: DS/POP/TL, B. Fry

Contractor's D-U-N-S No.:

Negotiator: D. Schult

Contract/Grant Officer: A. Snyder

Signature: Dorothy C. Schult

Initials:

Section II.

Effective Date of Document: 11-30-78

Host Country Institution (Univ. only):

Signature Date of Document: 12-11-78

Campus Coordinator (Univ. only):

Est. Comp. Date: 1-31-79

Amount Obligated/Deobligated/or Subobligated

Contract/Grant funded through (date): 1-31-79

by this Action: U.A.

Comal. Obligation thru this Action: \$100,000

Section III. Description of Contract/Grant: PLEASE CIRCLE ONLY ONE ITEM UNDER EACH READING: IF OTHER, PLEASE SPECIFY.
(Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

M03 - TYPE ACTION

- 0. Contract/Grant/Coop. Agreement
 - 1. Task Order (SOA)
 - 2. Work Order (IOC)
 - 3. Delivery Order (Requirements)
 - 4. Purchase Order
- If 1 - 3 circled, complete M12 only.

M04 - CONTRACT/GRANT TYPE

- 0. MOA, (ECA, EMA, etc.)
 - 1. Fixed Price (Specify: FFP, FPRD, FPESA, FPI)
 - 2. Cost Reimbursement (Specify: CR, CFFR, CS, CFPF, CPIP)
 - 3. Cooperative Agreement
 - 4. Grant - General Support
 - 5. Grant - Specific Support
 - 6. Grant - ZLI(d)
 - 7. Do not Use
 - 8. IOCs
 - 9. Host Country Contract/Grant
- Complete only through M51.
- Complete only through M51.

M05 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.4) & (FPR 1-2.4)
- B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
- C. A & E (AIDPR 7-6.10)
- D. Ed. Inst and/or Intl Research (AIDPR 7-4.57)
- E. Collaborative Assistance (AIDPR 7-4.58)
- F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
- G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
- H. Procurement to be Performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
- I. Sole Source (AIDPR 7-3.101-50(b)(4))
- J. Impairment of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
- K. 8(a) Selection (FPR 1-1.713-1)
- L. Grant (Handbook 13)
- M. Do Not Use
- N. Cooperative Agreement (Handbook 13)
- O. Small Business Set-Aside (FPR 1-1.706-8)
- P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

M06 - TYPE SERVICE

- A. Training of Participants
- B. Tech Assistance (Program, Project related except A & E Services)
- C. A & E Services
- D. Construction
- E. Research
- F. Tech Services to AID (other than training) (usual operating expense)
- G. Training Service for AID
- H. Equipment, Materials, Supplies, Commodities
- I. Translation Service

M07 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
- B. A & E Firms
- C. Individual (Non-personal Service)
- D. Individual (Personal Service)
- E. Univ/other Ed Institution
- F. Non-Profit Organ., Institutions (other than Ed or G)
- G. Private Voluntary Organization (VVO)
- H. International Agri. Research Organization
- I. Public International Organizations (UN Agencies, World Bank, etc.) (Handbook 13, Chapter 5)

M08 - TYPE BUSINESS

- A. SB Set-Aside - Awarded to Non-Minority
- B. SB Set-Aside - Awarded to Minority
- C. SB Not Set-Aside - Awarded to Non-Minority
- D. SB Not Set-Aside - Awarded to Minority
- E. 8(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
- F. 8(a) SBA Awarded to Minority
- G. Personal Service Contract - Non-Minority
- H. Personal Service Contract - Minority
- I. Individual Non-Personal Service Contract - Non-Minority
- J. Individual Non-Personal Service Contract - Minority
- K. Not Small Business (Univ., Non-Profit, Large firms Non-Minority)

19

CONTRACT

CONTRACT/GRANT/COOPERATIVE AGREEMENT STATEMENT

Contract Office:

Schmitt

Contract Number:

Section IA. Contractor/Grantee Name:

Section IB. Contract/Grant Number:

Section II. Description of Contract/Grant: PLEASE CIRCLE ONLY ONE ITEM UNDER INDENTATION: IF OTHER, PLEASE SPECIFY. (Complete both pages 1 and 2) (Not to be completed for Amendment or Modification Actions)

MS4 - CONTRACT/GRANT TYPE

- 0. MDA, (BOA, RMA, etc.)
1. Fixed Price (Specify: FFP, FPI, FPIA, FPI)
2. Cost Reimbursement (Specify: CR, CFFR, CS, CRIF, CRIF)
3. Cooperative Agreement
4. Grant - General Support
5. Grant - Specific Support
6. Grant - 211(d)
7. Do not Use
8. IQCs
9. Host Country Contract/Grant

MS5 - TYPE CONTRACT

- 1. Standard Contract
2. Non-Standard
3. Standard-Quote or Estimate
4. Standard-Order
5. Other:
6. Other: Item 1 thru 5

MS5 - SELECTION PROCEDURES

- A. Formally advertised (IFB) (AIDPR 7-2.6) & (FFR 1-2.4)
B. Negotiated Price Competition, General Procedure (RFP) (AIDPR 7-4.56)
C. A & E (AIDPR 7-4.10)
D. Ed. Inst and/or Intl Research (AIDPR 7-4.57)
E. Collaborative Assistance (AIDPR 7-4.58)
F. Predominant Capability (AIDPR 7-3.101-50(b)(3))
G. Unsolicited Proposal (AIDPR 7-3.101-50(b)(6))
H. Procurement to be performed by the Contractor in Person (AIDPR 7-3.101-50(b)(1))
I. Sole Source (AIDPR 7-3.101-50(b)(4))
J. Department of Foreign Policy Objectives (AIDPR 7-3.101-50(b)(7))
K. S(a) Selection (FFR 1-1.713-1)
L. Grant (Handbook 13)
M. Do Not Use
N. Cooperative Agreement (Handbook 13)
O. Small Business Set-Aside (FFR 1-1.706-8)
P. Overseas Procuring Activities (AIDPR 7-3.101-50(b)(2))

MS7 - SUBMITTING ACTION PLAN ON FILE

Yes No

MS8 - SUBMITTING ACTION PLAN ON PREVIOUSLY HELD CONTRACTS

Yes No

MS9 - NEGOTIATED BIDDING CONTRACT

Yes No

MS1 - NEGOTIATED BIDDING BOARD

Is the Board for Consulting Type Service to AID? Yes No

MS3 - METHOD OF NEGOTIATION IN NEGOTIATION PROCEDURE

- M1. Small Business Total Set-Aside
M2. Small Business Partial Set-Aside
M3. Other: Surplus Set-Aside
M4. Other: Surplus/Small Business Set-Aside
M5. Other: Negotiated Competitive

MS4 - CONTRACT TYPE

- M6. Buy Order
M7. Bid Program
M8. Bid-Or-After Competition
M9. Other: Negotiated Non-Competitive

MS6 - TYPE SERVICE

- A. Training of Participants
B. Tech Assistance (Program, Project related except A & E Services)
C. A & E Services
D. Construction
E. Research
F. Tech Services to AID (other than training) (usually operating expense)
G. Training Service for AID
H. Equipment, Materials, Supplies, Commodities
I. Translation Service

MS5 - TYPE OF BUSINESS

- E1. Source: Non-U. S. and Used Outside U. S. and Possession
E2. Source: Non-U. S. and Possession (Foreign Purchases)
E3. Other: Small Business - Disadvantaged S(a)
E4. Other: Small Business - Owned by Minority Group
E5. Other: Small Business (including individuals)
E6. Large Minority Business
E7. Other: Large Business
E8. Non-Profit: Private Educational Organization
E9. Non-Profit: Hospital
E10. Non-Profit: Research Institution, Foundation, and Laboratory
E11. Other: Non-Profit Institutions
E12. State/Local Government Educational Institution
E13. State/Local Government Hospital
E14. State/Local Government Research Organization
E15. Other: State/Local

MS7 - TYPE CONTRACTOR/GRANTEE

- A. Firm - All profit-making firms (other than A & E)
B. A & E Firms
C. Individual (Non-personal service)
D. Individual (Personal Service)
E. Univ/other Ed Institutions
F. Non-Profit Organ., Institutions (other than Ed or FWO)
G. Private Voluntary Organization (PVO)
H. International Agri. Research Organization
I. Public International Organizations (UN Agencies, ICRC, World Bank, etc.) (Handbook 13, Chapter 5)

MS6 - SOME APPLICABLE STANDARDS

Supplier Yes No

MS8 - TYPE AWARD

- A. SB Set-Aside - Awarded to Non-Minority
B. SB Set-Aside - Awarded to Minority
C. SB Not Set-Aside - Awarded to Non-Minority
D. SB Not Set-Aside - Awarded to Minority
E. S(a) SBA Awarded to Non-Minority (Women-Owned, Veterans, etc.)
F. S(a) SBA Awarded to Minority
G. Personal Service Contract - Non-Minority
H. Personal Service Contract - Minority
I. Individual Non-Personal Service Contract - Non-Minority
J. Individual Non-Personal Service Contract - Minority
K. Not Small Business (Univ., Non-Profit, Large firms) Non-Minority
L. Not Small Business (Univ., Non-Profit, Large firms) Minority
M. U. S. Government

MS7 - SOURCE OF GOODS OFFERING ITEMS OR SERVICES OF FOREIGN ORIGIN

None

MS1 - ADVANCE

- 1. No Advance
2. Advance- Non FRIC
3. Advance- Federal Reserve Letter of Credit

MS8 - SMALL BUSINESS BUSINESS

Yes No

MS9 - FOREIGN ORIGIN CONTENT OF COMMODITIES AND SERVICES

None

MS10 - SMALL BUSINESS AREA (LSA) PREFERENCE (Location of Contract)

- 1. Other: Surplus Area - No Preference
2. Other: Surplus Area - Tie Bid Preference
3. Other: Surplus Area Preference Award
4. Small Business Set-Aside Preference
5. Small Business Set-Aside Preference (P.L. 95-89)

MS13 - Is any travel required outside U. S.? Yes No

Special Revision 11/10/74 20

DS/PP Reg - B. Schult

COST REIMBURSEMENT TYPE CONTRACT

ORIGINAL MAR 2 1978

AGENCY FOR INTERNATIONAL DEVELOPMENT CONTRACT TYPE
 NEGOTIATED CONTRACT NO. AID/SOD/PDC-G-0055 Cost Reimbursement (no fee)

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 AMOUNT
 \$100,000

CONTRACT FOR: Project No. 932-0652

Family Planning Seminars

ISSUING OFFICE (Name and Address) Services Operations Division Office of Contract Management Agency for International Development Washington, D.C. 20523	CONTRACTOR (Name and Address) Planned Parenthood Association/Chicago Area
	NAME 55 East Jackson Boulevard
	STREET ADDRESS Chicago, Illinois 60604
	CITY, STATE AND ZIP CODE

ADMINISTRATION BY Issuing Office	COGNIZANT SCIENTIFIC/TECHNICAL OFFICE Office of Population (DS/POP)
--	---

MAIL VOUCHERS (Original & 3 copies) TO: Program Accounting Division Office of Financial Management Agency for International Development	ACCOUNTING AND APPROPRIATION DATA PIO/T NO. 632-0652-3287530 APPROPRIATION NO. 72-1181021.4 ALLOTMENT NO. 914-32-099-00-81-81
---	---

EFFECTIVE DATE March 1, 1978	ESTIMATED COMPLETION DATE Nov. 30, 1978
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TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> SMALL BUSINESS
<input type="checkbox"/> PARTNERSHIP	<input type="checkbox"/> LABOR SURPLUS AREA
<input type="checkbox"/> JOINT VENTURE	
<input type="checkbox"/> CORPORATION, INCORPORATED IN THE STATE OF	

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this Cover Page, the Schedule of 10 Pages, including the Table of Contents and the General Provisions (form AID 1420-41C, dated 7-1-76).

NAME OF CONTRACTOR PLANNED PARENTHOOD ASSOCIATION/CHICAGO AREA	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>Andre Singleton</i>	BY (Signature of Contracting Officer) <i>Michael H. Snyder</i>
TYPED OR PRINTED NAME Andre Singleton	TYPED OR PRINTED NAME Michael H. Snyder
TITLE Vice President	CONTRACTING OFFICER
DATE FEB 28 1978	DATE FEB 28 1978

FUNDS AVAILABLE
[Signature]
 1978

ORIGINAL

Program Accts. Division
 OFFICE OF FINANCIAL MANAGEMENT

TABLE OF CONTENTS

ARTICLE I	OBJECTIVE
ARTICLE II	STATEMENT OF WORK
ARTICLE III	REPORTS
ARTICLE IV	TECHNICAL DIRECTIONS
ARTICLE V	PERIOD OF CONTRACT
ARTICLE VI	ESTIMATED COST
ARTICLE VII	BUDGET
ARTICLE VIII	COSTS REIMBURSABLE
ARTICLE IX	ESTABLISHMENT OF OVERHEAD
ARTICLE X	PERSONNEL COMPENSATION
ARTICLE XI	PARTICIPANT TRANSPORTATION
ARTICLE XII	FACILITIES
ARTICLE XIII	SCHEDULING OF PARTICIPANTS
ARTICLE XIV	TRANSFER OF GOVERNMENT PROPERTY
ARTICLE XV	ALTERATIONS TO THE GENERAL PROVISIONS

Appendix A - Budget

SCHEDULE

ARTICLE I - OBJECTIVE

The objective of this contract is to provide specialized courses covering the entire spectrum of family planning as it relates to the training of leaders or trainers in this activity, regardless of educational background or professional training. The ultimate goal of the Family Planning Program as described in this contract is to develop and train personnel who are presently working in medical, educational, or administrative positions to meet the increasing demand for professional manpower in planning and implementing of Family Planning Programs in developing countries.

ARTICLE II - STATEMENT OF WORK

A. The Contractor shall develop, establish and conduct a flexible set of training programs tailored to fit the individual needs of participants as well as cover general aspects of Family Planning activities. The training programs shall be designed to accommodate any number of participants whenever they are assigned for training.

B. The types of programs developed shall be interrelated and shall include, but not be limited to, the following:

1. Impact Learning - The style and approach of this type program shall vary to meet individual needs, but shall generally involve two or three days of condensed presentations. Such training methods as lectures, video tapes of actual operations, in-depth discussions, take-away pamphlets, etc. shall be used in variation to keep the participant interested and to provide the participant with expanded ideas.

2. Observation - This type program shall include a variety of related

activities as on-site observational trips. The trips may be from one to two weeks' duration. The participant will be exposed to clinic operations, counseling sessions, administrative procedures, outside agency operations such as day care centers, hospital clinics, etc., and travel with Contractor community organizers to outlying areas.

3. Internships - This type program, a month or more in duration, shall involve the participant, under the supervision of a specialist, in active participation in family planning or population services. In conjunction with active participation, the participant shall receive instructions, observe methods of performance, engage in discussions and evaluations of the effort being accomplished.

C. The programs developed and the field work undertaken shall be divided into five areas: (1) General Orientation; (2) Medical; (3) Communication; (4) Community Development; and (5) Administration. Subjects covered, with appropriate related observation, shall include but not be limited to the development and administration of family planning programs, worldwide trends in the population field, medical aspects of contraception, use and effectiveness of birth control methods, integration of family planning with other health and social services, recent medical developments and research in family planning, techniques of communication, development and use of audio-visual aids, public relations in family planning, community development work, the organization and conduct of clinics and educational programs, evaluation of family planning programs, the educational and motivational aspects of family planning, individual and group counseling. In every case where there is sufficient time, an individual research project related to the participant's work shall be a part of his program.

D. The Contractor shall develop information literature which describes

the program in detail. The literature shall be used by the Contractor to recruit program participants. The Contractor shall furnish the Cognizant Technical Office with information literature, as requested.

E. The programs developed by the Contractor shall be designed so as to meet the individual needs of the participants as well as to cover the general aspects of family planning for the participants. The categories of participants shall be as follows:

1. Medical - doctors, nurses, midwives, etc.
2. Educators - family planning officers, counselors, social workers, communications officers, public health educators, lecturers, etc.
3. Administrators - those who will be directly involved in administration of family planning programs - health administrators, school administrators, high level ministry officials, etc.
4. U.S. Government personnel - and their married partners who are scheduled for assignment in developing countries.
5. Foreign Nationals - representatives of developing countries who are visiting or assigned duty in the United States.
6. Other than A.I.D. sponsorship - personnel who are in the United States under arrangements independent of the Agency for International Development and whose training would not increase the cost of this contract. The A.I.D. Office of International Training (OS/IT) shall be advised of any such participants enrolled in the programs.
7. Government personnel - other than cited in paragraph 4 above, may be assigned as observers to any training activity being conducted under the terms of this contract. The participation of such personnel shall cause no

increase in the estimated cost of this contract. Such personnel shall only participate in the program activities of this contract with the prior approval of DS/IP.

F. Special Project. Adolescent Pregnancy: An analysis.

The Office of Population needs an analytical design of the adolescent pregnancy problem to be used in major urban areas of the developing world. Factors contributing to this problem abroad are similar to those existing in Chicago. The methodology developed for this study should be applicable to similar situations in developing countries. This is especially important considering the Contractor's role in the training of professionals from developing countries. The results of this study are intended to be applicable to training methods in determining these problems in developing countries as well as in setting an example for participants at the training center in Chicago.

The Contractor shall investigate the problem of adolescent pregnancy in Chicago in terms of its causes, extent and consequences. The study shall include the following:

1. Demographic Data Reduction. An analysis by district, area, or ward of age specificity, especially relating to the 11 to 19 year groups. Several sources should be cross-coordinated to achieve reliability. Plot data and map for illustrative purposes.

2. Select target area and control areas and perform knowledge, attitude and preference studies regarding sexual relations, fertility and contraception coupled with seminars and device availability saturation in target areas.

3. Provide analysis of "cost of having a baby". Expand on indirect as well as purely cash costs of medical attention. Reflect on attendant costs

to other not directly involved with birthing.

L. Assess the use of contraception services and inhibitors to their distribution.

The report on this study shall be submitted to the Office of Population within sixty days after completion of data gathering.

ARTICLE III - REPORTS

In addition to the reporting requirements set forth in Clause 16 of the General Provisions entitled "Reports", the Contractor shall submit five copies of the following reports to the Cognizant Technical Office:

A. Quarterly Progress Report, to be submitted not later than forty-five (45) days following the completion of each calendar quarter. The report shall describe the activities conducted, problems encountered, and include recommendations and suggestions.

B. Quarterly Financial Report, to be submitted not later than thirty (30) days following the completion of each calendar quarter. The format of the report may be the same as that set forth in Clause 9 of the General Provisions entitled "Allowable Cost, Fixed Fee, and Payment".

ARTICLE IV - TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Technical Office indicated on the Cover Page. As used herein, "Technical Directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. "Technical Directions" must be within the terms of this contract and shall not change or modify them in any way.

ARTICLE V - PERIOD OF CONTRACT

The effective date of this contract is March 1, 1978 and the estimated completion date is November 30, 1978.

ARTICLE VI - ESTIMATED COST

The total estimated cost of this contract to the Government is \$100,000.

ARTICLE VII - BUDGET

The Contractor may not exceed the grand total set forth in the attached budget (Appendix A). However, within the grand total, the Contractor may adjust individual line items as reasonably necessary for the performance of this contract.

ARTICLE VIII - COSTS REIMBURSABLE

The United States dollar costs allowable under the contract shall be limited to reasonable, allocable, and necessary costs determined in accordance with the Clause of the General Provisions of this contract entitled "Allowable Cost, Fixed Fee, and Payment".

ARTICLE IX - ESTABLISHMENT OF OVERHEAD RATE

A. Pursuant to the provisions of the Clause of the General Provisions of this contract entitled "Negotiated Overhead Rates", a rate or rates shall be established for the period beginning March 1, 1978 and ending November 30, 1978. Pending establishment of final overhead rates for the initial period, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rates applied to the base(s) which are set forth below:

Home Office and Field Staff	13.8% (Rate)	Direct Salaries (Base)
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ARTICLE X - PERSONNEL COMPENSATION

A. Limitations--

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the Schedule article entitled "Costs Reimbursable", and the General Provision entitled "Allowable Cost, Fixed Fee, and Payment", and other applicable provisions of this contract but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

1. Approvals

Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which will be certified to by the Contractor, nor may any individual salary or wage, without approval of the Contracting Officer, exceed the employee's current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three years. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary of FSR-1 (or the equivalent daily rate of the maximum FSR-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2. Merit or Promotion Increases

Merit or promotion increases may not exceed those provided by the Contractor's established policy and practice. Merit or promotion increases

exceeding those limitations or exceeding the maximum salary of FSR-1 may be granted only with the advance written approval of the Contracting Officer.

3. Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the Contracting Officer. If such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of a Foreign Service Officer Class 1, whichever is less.

Note: The daily rate of a Foreign Service Officer Class 1 is determined by dividing the annual salary by 260 days.

4. Work Week

The work week of the Contractor's employees shall not be less than the established practice of the Contractor.

B. Definitions

As used herein, the terms "Salaries", "Wages", and "Compensation" mean the periodic remuneration received for professional or technical services rendered exclusive of overseas differential or other allowances associated with overseas service, unless otherwise stated. The term "Compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead or other charges.

ARTICLE XI - PARTICIPANT TRANSPORTATION

A. The Contractor shall provide all necessary transportation services required by the participants for their participation in the Family Planning program courses and necessary for their attendance at clinics, community service centers, hospitals, classrooms and other sites where training programs are to be conducted.

B. The Contractor shall not be responsible for providing transportation for participants to and from their place of residence to training locations.

ARTICLE XII - FACILITIES

A. The Contractor shall provide adequate facilities including classroom workshons, library, clinic, hospital and community services, equipment, minimum individual classroom furniture for the participants and other space and facilities as required.

B. The Contractor shall make necessary arrangements for residential facilities for those participants who request such arrangements.

ARTICLE XIII - SCHEDULING OF PARTICIPANTS

A. The A.I.D.-sponsored participants to be enrolled in the training program shall be scheduled for training by DS/TF.

B. Participants who are not A.I.D.-sponsored shall be approved by DS/TF prior to their attendance in the program.

C. Expenses incurred by the Contractor in the training of participants who are not A.I.D.-sponsored participants scheduled for such training by DS/TF, nor approved for training by DS/TF shall not be considered as allowable under the terms of this contract.

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C. Expenses incurred by the Contractor in the training of participants who are not A.I.D.-sponsored participants scheduled for such training by DS/IT, nor approved for training by DS/IT shall not be considered as allowable under the terms of this contract.

ARTICLE XIV - TRANSFER OF GOVERNMENT PROPERTY

All Government-owned property furnished to or acquired by the Contractor under Contract No. AID/csd-3421 shall be carried forward for the performance of and into the accounts, books and records of this contract. Such equipment, materials and supplies not needed for performance of this contract shall be promptly reported to the Contracting Officer in accordance with the General Provision entitled "Government Property".

ARTICLE XV - ALTERATIONS TO THE GENERAL PROVISIONS

The following alterations have been made to the General Provisions of this contract:

A. Add new General Provision No. 44 entitled "Cost Accounting Standards" attached hereto.

B.. Add new General Provision No. 45 entitled "Clean Air and Water" attached hereto.

APPENDIX A

BUDGET

March 1, 1978 to November 30, 1978

<u>Category</u>	<u>Amount</u>
Salaries and Wages	\$ 45,602
Fringe Benefits	6,658
Indirect Costs	18,286
Consultant Fees (Faculty)	4,000
Travel and Transportation	1,454
Equipment and Materials	1,150
Special Project - Adolescent Pregnancy	20,000
Other direct costs	<u>2,850</u>
TOTAL	\$100,000

COST ACCOUNTING STANDARDS

(a) Unless the Cost Accounting Standards Board, or the General Services Administration in the case of non-defense contracts, has prescribed rules or regulations exempting the Contractor or this Contract from standards, rules, and regulations promulgated pursuant to 50 U.S.C. App. 2168 (P.L. 91-379, August 15, 1970), or other statutory authority, the Contractor, in connection with this Contract shall:

(1) By submission of a Disclosure Statement, disclose in writing his cost accounting practices as required by regulations of the Cost Accounting Standards Board. The required disclosures must be made prior to contract award unless the Contracting Officer provides a written notice to the Contractor authorizing postaward submission in accordance with regulations of the Cost Accounting Standards Board. The practices disclosed for this Contract shall be the same as the practices currently disclosed and applied in all other contracts and subcontracts being performed by the Contractor and which contains this Cost Accounting Standards clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement will not be released outside of the Government.

(2) Follow consistently the cost accounting practices disclosed pursuant to (1), above, in accumulating and reporting contract performance cost data concerning this Contract. If any change in disclosed practices is made for purposes of any contract or subcontract subject to Cost Accounting Standards Board requirements, the change must be applied prospectively to this Contract, and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this Contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5), below, as appropriate.

(3) Comply with all Cost Accounting Standards in effect on the date of award of this Contract or if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any Cost Accounting Standard which hereafter becomes applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(A) Agree to an equitable adjustment (as provided in the Changes clause of this Contract, if any) if the contract cost is affected by a change which, pursuant to (3) above, the Contractor is required to make to his established cost accounting practices whether such practices are covered by a Disclosure Statement or not.

(B) Negotiate with the Contracting Officer to determine the terms and conditions under which a change to either a disclosed cost accounting practice or an established cost accounting practice, other than a change under (4)(A), above, may be made. A change to a practice may be proposed by either the Government or the Contractor, provided, however, that no agreement may be made under this provision that will increase costs paid by the United States.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if he or a subcontractor fails to comply with an applicable Cost Accounting Standard or to follow any practice disclosed pursuant to subparagraphs (1)(1) and (a)(2), above, and such failure results in any increased costs paid by the United States. Such adjustment will provide for recovery of the increased costs to the United States together with interest thereon computed at the rate determined by the Secretary of the Treasury pursuant to P.L. 92-41, 85 Stat. 97, or 7 per cent per annum whichever is less from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable Cost Accounting Standard, rule, or regulation of the Cost Accounting Standards Board and as to any cost adjustment demanded by the United States, such failure to agree shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this Contract.

(c) The Contractor shall permit any authorized representatives of the head of the agency, of the Cost Accounting Standards Board, or of the Comptroller General of the United States to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which he enters into the substance of this clause except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that this requirement shall apply only to negotiated subcontracts in excess of \$100,000 where the price negotiated is not based on:

(1) Established catalog or market prices of commercial items sold in substantial quantities to the general public or

(2) Prices set by law or regulation, and except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to accept the Cost Accounting Standards clause by reason of Para. 331.30(b) of Title 4, Code of Federal Regulations (4 CFR 331.30(b)) or Para. 1-3.1203 (a)(2) of Title 41, Code of Federal Regulations (41 CFR 1-3.1203(a)(2)).

However, if this is a contract with an agency which permit subcontractors to appeal final decisions of the Contracting Officer directly to the head of the agency or his duly authorized representative, then the Contractor shall include the substance of paragraph (b) as well.

NOTE: (1) Subcontractors shall be required to submit their Disclosure Statements to the Contractor. However, if a subcontractor has previously submitted his Disclosure Statement a Government Contracting Officer he may satisfy that requirement by certifying to the Contractor the date of such Statement and the address of the Contracting Officer.

(2) In any case where a subcontractor determines that the Disclosure Statement information is privileged and confidential and declines to provide it to his Contractor or higher tier subcontractor, the Contractor may authorize direct submission of that subcontractor's Disclosure Statement to the same Government offices to which the Contractor was required to make submission of his Disclosure Statement. Such authorization shall in no way relieve the Contractor of liability as provided in paragraph (a)(5) of this clause. In view of the foregoing and since the Contract may be subject to adjustment under this clause by reason of any failure to comply with rules, regulations, and standards of the Cost Accounting Standard Board in connection with covered subcontracts, it is expected that the Contractor may wish to include a clause in each such subcontract requiring the subcontractor to appropriately indemnify the Contractor. However, the inclusion of such a clause and the terms thereof are matters the Contractor and the subcontractor, provided that they do not conflict with the duties of the Contractor under its contract with the Government. It is also expected that any subcontractor subject to such indemnification will generally require substantially similar indemnification to be submitted by his subcontractors.

(e) The terms defined in Sec. 331.20 of Part 331 of Title 4, Code of Federal Regulations (4 CFR 331.20) shall have the same meanings herein. As there defined, "negotiated subcontract" means "any subcontract except a firm fixed-price subcontract made by a Contractor or subcontractor after receiving offers from at least two firms not associated with each other or such Contractor or subcontractor, providing (1) the solicitation to all competing firms is identical, (2) price is the only consideration in selecting the subcontractor from among the competing firms solicited, and (3) the lowest offer received in compliance with the solicitation from among those solicited is accepted."

General Provision No. _____

LEAN AIR AND WATER (FPR 1-2.2302-2) (AUG 1975)

(Applicable only if the contract exceeds \$100,000, or the contracting officer has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act (42 U.S.C. 1857c-8(c)(1)) or the Federal Water Pollution Control Act (33 U.S.C. 1319(c)) and is listed by EPA, or the contract is not otherwise exempt.)

(a) The Contractor agrees as follows:

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued hereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency List of Polluting Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

(3) To use his best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed.

(4) To insert the substance of the provisions of this clause into any nonexempt subcontract, including this paragraph (a)(4).

(b) The terms used in this clause have the following meanings:

(1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604).

(2) The term "Water Act" means the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500).

(3) The term "clean air standards"

means any enforceable rules, regulations, guidelines, standards, limitations, order controls, prohibitions, or other requirements which are contained in, issued under or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111(c) or section 111(d), respectively of the Air Act (42 U.S.C. 1857c-6(c) or (d)), or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. 1857c-7(d)).

(4) The term "clean water standards" means any enforceable limitation, control condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

(5) The term "compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

(6) The term "facility" means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site or operations, owned, leased or supervised by a contractor or subcontractor, to be utilized in the performance of contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency determines that independent facilities are collocated in one geographical area.

GENERAL PROVISIONS

Cost Reimbursement Type Contract

INDEX OF CLAUSES

1. Definitions
2. Changes
3. Biographical Data
4. Leave and Holidays
5. Travel and Transportation Expenses
6. Standards of Work
7. Inspection
8. Limitation of Cost
9. Allowable Cost, Fixed Fee, and Payment
10. Negotiated Overhead Rates
11. Assignment of Claims
12. Examination of Records by Comptroller General
13. Price Reduction for Defective Cost or Pricing Data
14. Audit
15. Subcontractor Cost and Pricing Data
16. Reports
17. Source Requirements of Procurement of Equipment, Vehicles, Materials, Supplies, and Services
18. Subcontracts
19. Government Property
20. Utilization of Small Business Concerns
21. Utilization of Labor Surplus Area Concerns
22. Insurance—Liability to Third Persons
23. Termination for Default or for Convenience of the Government
24. Excusable Delays
25. Stop Work Order
26. Disputes
27. Authorization and Consent
28. Notice and Assistance Regarding Patent and Copyright Infringement
29. Patent Rights*
30. Rights in Data
31. Release of Information
32. Equal Opportunity
33. Convict Labor
34. Walsh-Healey Public Contracts Act
35. Officials Not to Benefit
36. Covenant Against Contingent Fees
37. Language, Weights and Measures
38. Security Requirements
39. Utilization of Minority Business Enterprises
40. Listing of Employment Openings
41. Payment of Interest on Contractors' Claims
42. Employment of the Handicapped
43. Notices

1. DEFINITIONS (DEC. 1970)

(a) "Administrator" shall mean the Administrator or the Deputy Administrator of the Agency for International Development.

(b) "AID" shall mean the Agency for International Development.

(c) "Consultant" shall mean any especially well qualified person who is engaged, on a temporary or intermittent basis to advise the Contractor and who is not an officer or employee of the Contractor who performs other duties for the Contractor.

(d) "Contracting Officer" shall mean the person executing this contract on behalf of the United States Government, and any other Government employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(e) "Contractor Employee" shall mean an employee of the Contractor assigned to work under this contract.

(f) "Cooperating Country or Countries" shall mean the foreign country or countries in or for which services are to be rendered hereunder.

(g) "Cooperating Government" shall mean the government of the Cooperating Country.

*Refer to text.

(h) "Economy Class" air travel (also known as jet economy, air coach, tourist class, etc.) shall mean a class of air travel which is less than first class.

(i) "Federal Procurement Regulations (FPR)," when referred to herein shall include Agency for International Development Procurement Regulations (AIDPR).

(j) "Government" shall mean the United States Government.

(k) "Mission" shall mean the United States AID Mission to, or principal AID office in, the Cooperating Country.

(l) "Mission Director" shall mean the principal officer in the Mission in the Cooperating Country, or his designated representative.

2. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) statement of work or services, (2) drawings, designs, or specifications, (3) method of shipment or packing, (4) place of inspection, delivery, or acceptance, and (5) the amount of logistic support and property of the United States or Cooperating Government to be furnished or made available to the Contractor for