

#43

<b>CONTRACT/AGREEMENT DATA SHEET</b>	B 22896	1. M/SER/AAM/A/SUP Action Monitor PDFBU-960 CME	2. Date PIO/T Received in M/SER/AAM/A/SUP 11 / 15 / 88
--------------------------------------	---------	--	---

COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

1. Contract/Agreement/Number PDC-0002-C-00-9005-00		5. Contractor Acronym IMC
4. Contractor/Recipient Name International Medical Corps		7. Project Number 594-0000.02
6. Project Title Nicaraguan Resistance Medical Program		9. Bureau or USAID Symbol TFHA
8. Project Officer's Name Donald Soules		

10. PIO/T Number 594-000-3-90001	21. Budget Plan Code VRRR-89-29594-HG84 App. 72-1191038 All.
-------------------------------------	---

11. TYPE OF ACTION A. New Acquisition/Assistance <input checked="" type="checkbox"/> <b>A</b> B. Amendment/Modification 1. New/Revised Scope 2. Funded Extension 3. No Cost Extension 4. Transfer of action from AID/W to Mission/Mission to AID/W 5. Incremental Funding 6. Overhead Rate Adjustment 7. Contract Closeout 8. Other C.FPR or FAR <u>FAR</u>	22. Country or Region of Performance Honduras 23. A. This Action Increases or Decreases TEC by \$ 3,021,740 B. Total Estimated Cost of Contractual Document \$ 3,021,740 24. Amount of Non-Federal Funds Pledged to the Project -0-
--	--

12. Amount of this PIO/T Obl. U.S. \$ 3,000,000	25. Effective Date of this Action 11, 01, 88
--	---

13. Amount <input checked="" type="checkbox"/> Obligated <input type="checkbox"/> Subobligated <input type="checkbox"/> Deobligated by this Contract or Amendment U.S. \$ 3,000,000 Miss T COORS TOTAL \$ 3,021,740 with Fund #1	26. Estimated Completion/Expiration Date 4, 30, 89
--	---

14. Cumulative Obligation (Life of Contract) U.S. \$ 3,021,740	27. Contractor DUNS Number ✓ 186-375-218
---	---

15. This Action Funded Through 4, 30, 89	28. Consultant Type Award <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

16. Date Contractual Documents Signed by AID Official 12, 05, 88	29. Number of Person Months (PASA/RSSA only) NA
---	--

17. Incrementally Funded Contracts <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	30. Number of Persons (PASA/RSSA only) NA
---	--

18. Host Country/Counterpart Institution (University Contracts) NA	31. CONTRACT TYPE A. Fixed Price (specify): <input type="checkbox"/> FFP <input checked="" type="checkbox"/> <b>B</b> <input type="checkbox"/> FPRD <input type="checkbox"/> FPEPA <input type="checkbox"/> FPI B. Cost Reimbursement (specify): <input checked="" type="checkbox"/> CR <input type="checkbox"/> CPFF <input type="checkbox"/> CS <input type="checkbox"/> CPAF <input type="checkbox"/> CPIF C. IQC and Requirements Contracts D. Grant/CA/PASA/RSSA E. Contracts with Individuals
---	--

19. Campus Coordinator (University Contracts) NA	
---	--

20. ADVANCE A. No Advance B. Advance Non-FRLC C. Advance FHLC <input checked="" type="checkbox"/> <b>C</b>	
---	--

32. Negotiator's Typed Name J. Jeckell	33. Negotiator's Signature <i>James Jeckell</i>	34. Date Signed 12, 8, 88
---	--	------------------------------

35. Contract/Grant Officer's Organization Symbol W/CO	36. Contract/Grant Officer's Signature <i>Donald Soules</i>	37. Date Signed 12, 05, 88
--	--	-------------------------------

<b>CONTRACT/AGREEMENT DATA SHEET</b>	B 23152	1. M/SER/AAM/A/SUP Action Monitor  CME	2. Date PIO/T Received in M/SER/AAM/A/SUP  12 / 1 / 88
--	---------	---	---

COMPLETE EACH BLOCK FOR BOTH NEW ASSISTANCE/ACQUISITION AND MODIFICATION ACTIONS

1. Contract/Agreement/Number  
*PDC-0000-C-00-9005-00*

4. Contractor/Recipient Name  
*International Medical Corps*

5. Contractor Acronym  
*IMC*

6. Project Title  
*Nicaraguan Resistance Medical Program*

7. Project Number  
*594-0000.02*

8. Project Officer's Name  
*T.D. Morse*

9. Bureau or USAID Symbol  
*TFHA*

10. PIO/T Number  
*594-0000-3-90001, A1*

21. Budget Plan Code *VRRA-89-29594-HG84*  
App. 72-1191038

11. TYPE OF ACTION

A. New Acquisition/Assistance  
B. Amendment/Modification

1. New/Revised Scope  
2. Funded Extension  
3. No Cost Extension  
4. Transfer of action from AID/W to Mission/Mission to AID/W  
5. Incremental Funding  
6. Overhead Rate Adjustment  
7. Contract Closeout  
8. Other

A

C.FPR or FAR *FAR*

22. Country or Region of Performance  
*HONDURAS*

23. A. This Action Increases or Decreases TEC by  
*\$ 3,021,740*

B. Total Estimated Cost of Contractual Document  
*\$ 3,021,740*

24. Amount of Non-Federal Funds Pledged to the Project  
*0 -*

12. Amount of this PIO/T  
Obl. U.S. \$ *100,000*

25. Effective Date of this Action  
*11, 01, 88*

13. Amount  Obligated  Subobligated  Deobligated  
by this Contract or Amendment

U.S. \$ *21,740* *with basic PIOT*

*TOTAL 3,021,740*

26. Estimated Completion/Expiration Date  
*4, 30, 89*

14. Cumulative Obligation (Life of Contract)  
U.S. \$ *3,021,740*

27. Contractor DUNS Number  
*186-375-218*

15. This Action Funded Through  
*4, 30, 89*

28. Consultant Type Award  
 YES  NO

16. Date Contractual Documents Signed by AID Official  
*12, 5, 88*

29. Number of Person Months (PASA/RSSA only)  
*NA*

17. Incrementally Funded Contracts  
 YES  NO

30. Number of Persons (PASA/RSSA only)  
*NA*

18. Host Country/Counterpart Institution (University Contracts)  
*NA*

31. CONTRACT TYPE

A. Fixed Price (specify):  FFP  FPRD  FPEPA  FPI

B. Cost Reimbursement (specify):  CR  CPFF  CS  CPAF  CPIF

C. IQC and Requirements Contracts  
D. Grant/CA/PASA/RSSA  
E. Contracts with Individuals

B

19. Campus Coordinator (University Contracts)  
*NA*

20. ADVANCE

A. No Advance  
B. Advance Non-FRLC  
C. Advance FRLC

C

32. Negotiator's Typed Name  
*J. Jeckell*

33. Negotiator's Signature  
*J. Jeckell*

34. Date Signed  
*12, 8, 88*

35. Contract/Grant Officer's Organization Symbol  
*W/CO*

36. Contract/Grant Officer's Signature  
*J. Jeckell*

37. Date Signed  
*12, 08, 88*

38. SUBJECT TO STATUTORY REQUIREMENT

- A. Walsh-Healey Act, Manufacturer\*
- B. Walsh-Healey Act, Regular Dealer\*
- C. Service Contract Act  
*(U.S. ONLY - Guards, Maintenance, Laborers)*
- D. Davis-Bacon Act *(Construction)*
- E. Not subject to Walsh -Bacon Act  
*(Most AID Contracts)*

E

\*Equipment, Supplies, Materials, and Commodities

39. Country of Manufacture

US NA

40. CURRENCY INDICATOR

- A. U.S. Dollar
- B. Local Currency
- C. Combination
- D. Unfunded

A

41. SUBCONTRACTS

Is there a provision for a subcontract? *(Contracts only)*

YES  NO

42. TYPE OF SERVICE

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

43. CONTRACT/AGREEMENT SOURCE

- A. U.S. Contractor/Grantee
- B. Non-U.S. Contractor/Grantee
- C. Combination of A & B

A

44. TYPE OF AMERICAN OWNERSHIP

*(U.S. Persons or Firms Only)*

Minority

- A. Asian/Pacific Islander
- B. Black American
- C. American Aleuts or Eskimos
- D. American Indian
- E. Hispanic

G. Non-Minority

G

45. METHOD OF SOLICITATION

- A. Sealed Bid
- B. Competitive Proposal
- C. Combination/Competition
- D. Other Competition
- E. Noncompetitive

E

46. LABOR SURPLUS AREA PREFERENCE

Labor Surplus Area

- A. No Preference
- B. Tie Bid Preference
- C. Total Set Aside
- D. Not a Labor Surplus Area Preference Award

D

47. TYPE OF BUSINESS

- A. Source: Non-U.S. and Used Outside U.S. & Possessions
- B. Source: Non-U.S. and Possessions  
*(Foreign Purchases Used Inside U.S.)  
(If U.S. Source, complete C through Q)*
- C. Firm - Profit Making & PSC's

H

Non-Profit Organizations

- D. Private Educational Organizations
- E. Hospitals
- F. Research Institutions, Foundations, and Laboratories
- G. Other

Private Voluntary Organizations

- H. U.S. Registered
- I. U.S. Non-Registered
- J. Foreign

State/Local Government

- K. Educational Institutions
- L. Hospitals
- M. Research Organizations
- N. Other

O. International Agricultural Research Organizations

- P. Public International Organizations
- Q. U.S. Cooperatives

48. Women Owned Business?

YES  NO

49. TYPE OF AWARD

Small Business

- A. Not Set Aside
- B. Partial Set Aside
- C. Total Set Aside

Other Than Small Business

- D. Personal Service Contract
- E. Individual Non-Personal Service Contract
- F. U.S. Government
- G. University
- H. Non-Profit Organizations and PVOs
- I. Large Businesses

H A

50. Paying Office:

Payment will be made by

PFM/FM/PAFD

3

51. SYNOPSIS PRIOR TO AWARD

C

- A. Synopsized prior to awards
- B. Not synopsized due to emergency
- C. Not synopsized for other reasons

52. COMPETITIVE SOLICITATION PROCEDURES

L

- A. Normal full and open competition \*
  - B. Architect - Engineer
  - C. Basic Research Proposal
  - D. Multiple Award Schedule
  - E. Alternate Source - Reduced Cost
  - F. Alternate Source - Mobilization
  - G. Alternate Source - Engineering/R&D Capability
  - H. Small Business Set-Aside
  - J. Labor Surplus Area Set-Aside
  - K. LSA/Small Business Set-Aside
  - L. Other than full and open competition
  - M. Small Purchases
  - N. 8(a) Program
  - P. Otherwise authorized by statute
- \*If, 'A', block 57 must be completed

53. NUMBER OF OFFERORS

1

- 1. Only one offeror
- 2. More than one offeror

54. APPLICABILITY OF COMPETITION IN CONTRACT ACT (CICA)

2

- 1. Pre-CICA
- 2. Post-CICA

55. AUTHORITY FOR OTHER THAN FULL & OPEN COMPETITION

7 M

- A. Unique Source
- B. Follow-on Contract
- C. Unsolicited Research Proposal
- D. Patent/Data Rights
- E. Utilities
- F. Standardization
- G. Only One Source - Other
- H. Urgency
- J. Mobilization
- K. Essential R&D Capability
- L. International Agreement
- M. Authorized by Statute \*
- N. Authorized Resale
- P. National Security
- Q. Public Interest

\*If 'M', block 56 must be completed

56. SPECIAL AUTHORITY FOR NON-COMPETITIVE ACTIONS

(Impairment of Foreign AID Programs) Authorized Under AIDAR Sec. 706,302.70(b)(3)

4

- 1. PSC's Awarded Under Sec. 636(a)(3)
- 2. An Award of \$100,000 or Less by an Overseas Contracting Activity
- 3. Written Determination by Assistant Administrator or Administrator
- 4. None of the above.

57. SPECIAL SELECTION PROCEDURES

3

- 1. University Selection Procedures
- 2. Collaborative Assistance Procedures
- 3. None of the above

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   38
----------------	---	--------	-------------------------

2. CONTRACT (Proc. Inst. Ident.) NO. PDC-0000-C-00-9005-00	3. EFFECTIVE DATE November 1, 1988	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 594-000-3-90001
---	---------------------------------------	--

5. ISSUED BY Agency for International Development Central Operations Branch Office of Procurement Washington, D.C. 20523-1428	6. ADMINISTERED BY (If other than Item 5) THHA/H c/o U.S. Embassy Tegucigalpa A.P.O. Miami, Florida 34022
---	--

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) International Medical Corps 10880 Wilshire Boulevard Suite 606 Los Angeles, California 90024	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM 12

11. SHIP TO/MARK FOR CODE	FACILITY CODE	12. PAYMENT WILL BE MADE BY PFM/FM/PAFD Washington, D.C. 20523
------------------------------	---------------	--

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: Section 9013(d) of Def Dept Appropriations <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) Act of 1989	14. ACCOUNTING AND APPROPRIATION DATA 72-1191038 VRRR-89-29594-HG84 Res Control No. M900042 \$3,021,740
--	---

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Medical Support for the Yatama and Miskito Indian and Nicaraguan Resistance				

15G. TOTAL AMOUNT OF CONTRACT ▶ \$ 3,021,740

16. TABLE OF CONTENTS							
W	SEC.	DESCRIPTION	PAGE(S)	W	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	34
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	7		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING	17	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	18		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	21		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	24		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	26				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract, if no further contractual document is necessary.
---	--

19A. NAME AND TITLE OF SIGNER (Type or print) Nancy A. Aossey Executive Director	20A. NAME OF CONTRACTING OFFICER James E. Corley
---	---

19B. NAME OF CONTRACTOR BY Nancy A. Aossey (Signature of person authorized to sign)	19C. DATE SIGNED 12/5/88	20B. UNITED STATES OF AMERICA BY James E. Corley (Signature of Contracting Officer)	20C. DATE SIGNED 12/05/88
---	-----------------------------	---	------------------------------

PART I

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

The Contractor shall furnish all necessary facilities, materials, and personnel and shall perform all services necessary to carry out the scope of work identified in Section C.

B.1. Estimated Cost and Fixed Fee

(a) The total estimated cost of this contract, is \$3,021,740. There is no fee associated with this contract.

B.2. Budget

(a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder. Without the prior written approval of the AID Project Officer (which must be retained by the Contractor for audit purposes, and a copy of which must be furnished to the Contracting Officer by the Contractor), the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 25% of such line item.

(b) Itemized Budget

For the period 11/01/88 to 04/30/89.

Category	Budget Amount
<b>Salaries and Wages</b>	
Home Office \$	163,750
Field Support \$	407,500
Fringe Benefits*	135,313
Medical Corps \$	165,000
1. Total Salaries and Wages	\$ 871,563
2. Equipment and Consumables	459,704
3. Travel, Transportation, and Per Diem	214,500
4. Subcontracts	644,390
5. Other Direct Costs	296,800
Total Direct costs	2,486,957
Indirect Costs	298,435
<b>TOTAL ESTIMATED COST</b>	<b>\$ 2,785,392</b>

\*Related to direct salaries and wages

Contingency for emergency medical treatment (including applicable indirect cost burden)	\$112,000
Contingency for indirect cost rate adjustment to maximum ceiling	\$124,348

(c) The Contractor agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

**B.3 Establishment of Indirect Cost Rates**

Pursuant to the provisions of the clause of this contract entitled "Allowable Cost and Payment (APR 1984)," a rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost

rates for each of the contractor's accounting periods which apply to this contract, provisional payment on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which are set forth below:

<u>For Accounting Period Ending:</u>	<u>Type</u>	<u>Base</u>	<u>Provisional Rate</u>
6/30/89	Indirect Cost	Total Direct Costs	12.0%

B.4. Advance Understanding on Ceiling Indirect Cost Rates and Final Reimbursement for Indirect Costs

For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

1. The distribution base for establishment of final indirect costs is total direct costs.
2. The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.
3. Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

<u>Accounting Period Ending:</u>	<u>Ceiling Rate:</u>
June 30, 1989	17.0 %

4. The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.

This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

12/5/88

8

B.5.

Personnel Compensation

(a) In addition to the requirements set forth in AIDAR clause entitled "Personnel Compensation" (Section I), the following criteria is required:

Consultants

No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant AID Project Officer; and 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 of 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 FS-1, whichever is less.

(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.

B.6. Estimated Level of Effort

(a) The estimated level of effort for the performance of this contract, on which the budget is predicated, shall be 253.5 months of direct labor.

(b) The estimated composition of the the total months of direct labor for the entire contract period is as follows:

POSITION	Months
Administrative staff	60
Project Manager/Director	31.5
Physician	42
Nurse	12
Paramedical Staff	48
Recuperation Facility Staff	36
Prosthesis Professional Staff	12
Prosthesis Administrative Staff	12
TOTAL MONTHS OF DIRECT LABOR	253.5

NOTE

The provision of some of this effort may be provided through subcontracts and/or consultants. However, pursuant to the contract clause entitled "Subcontracts Under Cost Reimbursement and Letter Contracts," such agreements may require the prior written approval of the Contracting Officer; and, pursuant to the contract clause entitled "Personnel Compensation," consultants may require the prior written approval of the A.I.D. Project Officer or the Contracting Officer, as specified herein.

## SECTION C - WORK STATEMENT

### I. INTRODUCTION

The provision of medical supplies and services to the Nicaragua Resistance under the Humanitarian Assistance program (through the Task Force for Humanitarian Assistance: TFHA) is multifaceted, serving combatants, their families, and immediate supporters in three target groups: the ERN (Nicaraguan Resistance Army) North in Honduras, the ERN South in Costa Rica, and the Yatama (Indian resistance organization) in eastern Honduras.

By far the largest of the three groups is the ERN North in Honduras. The Medical Corps (MC) System for the ERN North consists of eight medical centers, nine doctors, several nurses, and hundreds of trained paramedics strategically located throughout the medical system. Medical centers range from regional medical posts, to community-based clinics, to a full-service hospital.

Medical services for the wounded and sick Resistance in Costa Rica are provided through separate administrative arrangements funded by TFHA. Medical services are provided there through a medical program consisting of a recuperation house, a clinic, as well as hospital services available in San Jose. Nonetheless, medical evacuations from Costa Rica to the U.S. are occasionally needed (e.g. specialized eye surgery or brain surgery).

The Yatama (Indian combatants in Eastern Honduras) have virtually no medical services of their own. Instead, they depend on voluntary organizations working in the region to meet their medical needs. Although the Yatama organization is relatively small, there remains a need for basic medical services for combatants and their families, and a system for referral to more sophisticated services.

### II. OBJECTIVES

The contract objective is to provide medical support to the

Nicaragua Resistance combatants and their families by supporting the Resistance Medical Corps through training, technical assistance, and provision of specialized medical services and medical equipment. Needed medical services range from routine consultancies to immunization programs to treatment of war-related injuries and tropical diseases. The Medical Corps needs to be strengthened and upgraded to better provide these services, and thereby restore the health of Resistance combatants and their families -- enabling them to have fully productive lives. The purpose of this Contract is not to run the Medical Corps, but rather to support and advise it. More specifically, the objectives of this contract are:

A. To support and improve the administration and service delivery of the Resistance Medical Corps -- through technical assistance, provision of medical equipment, and training -- in order to ensure an adequate level of health care services for the Nicaraguan Resistance combatants and their families in Honduras.

B. To provide needed medical services and medical supplies, and improve medical services delivery (including the hiring of doctors and training of Yatama paramedics) to contract supplemental staff (doctors and nurses), and to train paramedics for the Yatama combatants and their families in Eastern Honduras.

C. To provide supplemental medical support (medevac and prosthetics) to ERN South combatants and their families in Costa Rica.

### III. DESCRIPTION OF SERVICES

#### A. Contract Management Structure.

The contract is characterized by a wide array of medical, or medically related activities, in several locations. The contract management structure shall -- at a minimum -- consist of a project manager in the Contractor's headquarters office, a director of operations in Tegucigalpa, a hospital administrator to work at Aguacate and other locations, an assistant director

to manage the Yatama program in the Mosquitia, and a manager for the medevac program in Miami and other locations. The contractor shall put in place sufficient support staff to implement the contract and assure accountability. Additional personnel may be brought in as needed to augment the medical services being provided, and to provide technical assistance to the Resistance Medical Corps. Field personnel shall maintain regular contact with the Health Project Manager in the Task Force in Honduras. At least weekly contact with the Task Force in Washington D.C. is also required.

B. Administrative Support. Contractor shall provide technical assistance, training, and equipment. In addition, Contractor shall provide support (salaries and equipment) directly to the Resistance Medical Corps staff. While it is expected that the Contractor will solve problems in the Medical Corps system that demand professional attention, it is also expected that the Contractor will train Medical Corps staff to solve such problems in the future.

1. Direct Support to the Medical Corps.

a. Payment of Medical Corps Doctors. The Contractor will serve as paying agent for Medical Corps doctors' salaries. Contractor, in coordination with the Chief of the Medical Corps will establish an agreed upon day for payment each month and will be responsible for payment of salaries for the Medical Corps doctors. Salary levels have already been established through a request by the Medical Corps and approval by the Directors of the Resistance -- with TFHA/W's concurrence. Payment must take place on the agreed-upon pay day, unless otherwise authorized by TFHA. Payment may be made in Honduras or in the U. S. by dollar check. The Contractor is responsible for compliance with all IRS rules that would apply to payment of salaries.

b. Medical Corps doctors and nurses. The size of the Medical Corps staff is no longer sufficient to meet the needs of the Resistance. This is particularly true with the

12/5/88

departure of several Resistance doctors over the last year. The Resistance plans to hire at least two and up to five doctors (mostly General Practitioners) to supplement existing the Medical Corps doctors in the ERN North. Doctors hired for this work within the Medical Corps shall be acceptable to the Chief of the Medical Corps. Additional doctors may be hired upon the request of the Medical Corps and with the prior approval of TFHA/H.

The Contractor shall pay full-time specialists such as a dentist, a pediatrician, a physical therapist, or a psychotherapist -- as requested by the Chief of the Medical Corps and approved by TFHA/H. In addition, the Contractor will hire two doctors and two nurses to service the Yatama combatants and their families in the Mosquitia.

c. Procurement of Equipment needed by the Medical Corps. To the extent possible and feasible, existing equipment will be maintained in good repair. See also Section H.3. Laboratories in the Medical Corps system, however, are currently lacking in equipment needed to perform many of the tasks normally required of a medical laboratory. To respond to those and other needs, the Contractor will ascertain the specifications from the ERN (or Yatama as appropriate), consult with TFHA/H for major purchases, and solicit quotations in Honduras and/or the U. S. Local servicing capability as well as availability of spare parts will be given high priority consideration in the procurement process. As new equipment is procured, Contractor will assure that there are sufficiently trained personnel in the Resistance to operate and to maintain the equipment. The Contractor will be responsible for procurement and shipment of equipment.

d. Review of Pharmaceuticals and Medical Supply Requests. The Contractor's Director of Operations or his/her designee shall review requests for supplies. The Medical Corps generally prepares the procurement lists for both locally procured and U. S. procured

supplies. The Contractor shall promptly review the procurement lists as to their appropriateness, necessity, and the adequacy of product description -- before the lists are submitted to TFHA/H for procurement action.

a. Yatama. Since the Yatama have no Medical Corps of their own, special care must be taken to assure that they receive adequate medical treatment. Contractor shall assign a full-time employee to the Mosquitia, responsible for assuring that adequate services are provided to the Yatama combatants and their families. Support will include the hiring of approximately two doctors and two nurses (discussed above) as well as the improvement of facilities (esp. Auka), the provision of essential medical equipment, and vehicles to ensure service delivery to often remoter locations in the Mosquitia. In addition, the Contractor will assist the Yatama in re-invigorating their paramedical personnel, providing new basic training for them as necessary.

2. Medical Resource Management Support. The Contractor will provide technical assistance to the Medical Corps to enable it to better manage its medical services and supplies.

a. Hospital Administration. There are many administrative aspects to running the main ERN/North hospital (at Aguacate) that are currently being performed by doctors and untrained staff. More effective management of the facilities, the equipment and supplies, patient food and clothing, pharmaceutical inventory control, generator operation and maintenance, and bookkeeping/record-keeping, etc. will require the assistance of a professional hospital administrator -- to be provided by the Contractor -- to provide technical assistance in hospital administration, and train Medical Corps staff in administrative and problem-solving skills.

b. Equipment Management. Each of the ERN North medical facilities requires maintenance -- both for equipment (including medical equipment) and for upkeep

of physical plant. Failure of a generator at Aguacate, for example, has resulted in loss of pharmaceuticals that require refrigeration, in the non-use of power-dependent medical equipment, and in the inability of surgeons to perform surgery in the windowless operating room.

Medical equipment maintenance specialists are required to provide hands-on technical assistance and training in equipment operation, repair and preventive maintenance. Equipment management will include both direct maintenance and maintenance training for both medical equipment and support equipment (such as generators). Contractor will repair (or supervise the repair of) equipment as the situation requires, and will provide hands-on training of Resistance staff in repair and maintenance techniques. This includes provision of spare parts or replacement of equipment as necessary. As new equipment is procured, Contractor will assure that there are sufficiently trained personnel in the Resistance to run and to maintain the equipment.

c. Management of Pharmaceuticals and Supplies  
Although the Resistance has sizable quantities of pharmaceuticals and supplies, management of these materials should be improved. The Contractor will provide TA and training in pharmaceuticals and supplies management. Pharmaceutical management by the Medical Corps will include establishment of better controls, regular inventory, improved storage practices and review of prospective orders for procurement from U.S. and local sources well in advance of need. An up-to-date data base has been established and must be maintained to assure that the procurement of pharmaceuticals is in line with usage rates. If possible this system should be established and maintained on a computer (to be provided by the Contractor).

### 3. Technical Assistance for Medical Services.

In addition to specific medical services described in Section C. below, the Contractor will provide medium-term (one to six months) doctors and paramedics to work

along side Resistance doctors and paramedics -- with a view to improve the efficiency and effectiveness of the Medical Corps service delivery and supplies management. The type of medical specialty, as well as the length of time a doctor or paramedic will stay, will depend on the needs of the Resistance, as well as the availability of expatriate doctors and paramedics. Accordingly, Contractor will work closely with the Resistance and TFHA Honduras staff to determine specific technical assistance needs.

**C. Specialized Services**

The Contractor shall support provision of medical services with the following activities:

- (1) Short term Expatriate Specialized Medical Services
- (2) Medevacating patients to the U.S.,  
(or possibly to Honduras in the case of Costa Rica) or
- (3) Prosthetics, Rehabilitation, and Therapy.

To the extent possible, the Medical Corps itself will provide the medical services. Local contracting of specialized medical services will continue to be handled by the Medical Corps and TFHA/H. However there are medical needs (such as restorative surgery) that are beyond the capacity (and/or the equipment) of the Medical Corps. The Contractor must handle bringing in of expatriate doctors, evacuating patients to the U. S., and managing specialties such as prosthetics, and therapy:

**1. Short term Expatriate Specialized Medical Services.**

Medical teams will be brought in by the Contractor for short periods of time (from one or two days up to a few weeks) to perform specialized medical treatments -- particularly surgery. These expatriate services are readily available from the Miami Medical Team which has been providing these services effectively. This approach is used when the local facilities are adequate, but the specialized medical services are not locally available. Contractor may need to supplement the doctors being sent from the Miami Medical Team with other doctors, but should do so in consultation with the Miami Medical Team.

**2. Medical Evacuations to the U.S. This service is not**

only needed by the Resistance in Honduras, but also by the Resistance in Costa Rica as well as by the Yatama:

- For Costa Rica, Contractor's Director of Operations will establish and maintain contact with the TFHA Field Operations Officer in Costa Rica, and establish a system for Medevac of Costa Rican patients to Aguacate, Miami, or elsewhere as appropriate.
- For the Yatama, the Contractor's Yatama Administrator will coordinate with the Director of Operations to arrange medevac of Yatama combatants and their families to Aguacate, Miami, or elsewhere as appropriate.

In each case the Director of Operations is responsible for full coordination with TFHA/Honduras and with the Medical Corps. When the facilities available locally are not sufficient to perform the needed medical services, patients may be medevaced to the United States. The Director of Operations or his/her designee will be responsible for coordination and follow-up of medical evacuations. Such coordination would include the Medical Corps, TFHA/H, and the Miami Medical Team. Medical evacuation to the United States includes the following:

a. Miami. There is a Miami Medical Team which has regularly serviced the specialized medical and surgical needs of the Resistance. The Contractor will continue to utilize this medical team to the extent possible.

More specifically, the Contractor is responsible for managing a secure rental house to be used as a recuperation facility in (or near) Miami, sufficient to house and feed at least 10 patients -- during the pre-surgery and post-surgery convalescence period. Contractor is responsible for paying transportation costs, rents, food, clothing, nursing care, administration of the residential facility, as well as hospital overhead costs and other associated costs. The Contractor must also assure the security of the patients as well as their prompt departure from the U.S. once it is medically advisable to do so.

Contract: PDC-0000-C-00-9005-00

On occasion, the Miami Medical Team may not have the expertise available to perform a specialized operation, and there may be a need to bring a specialized doctor from per the transportation and per diem for the doctor.

b. Specialized Services Outside Miami. The services in Miami are adequate to cover most cases. However should the needed services not be available there, or in the event that the Miami Medical Team becomes overloaded, the Contractor may send the patient to other medical facilities outside of Miami. The Contractor will send the patient to other cities when it is medically advisable to do so, when services in Miami cannot be provided in a timely fashion, when volunteer medical services in the other city are available, and when it is assured that the same needs of the patient that are covered in Miami can be adequately met in the other city. The Contractor may pay all reasonable costs to attain this same level of services. See also the clauses in Section H.7. entitled "Priority of Patient Care".

3. Prosthetics, Rehabilitation, and Therapy. Special attention is paid to the needs of amputees, who currently are serviced by World Rehabilitation Fund and an organization called Freedom Feet. World Rehabilitation Fund is producing and providing the artificial limbs, while Freedom Feet is doing the measuring and fitting. Contractor shall arrange continuance of this program and will assure that all medical needs of the amputees -- including measurement, corrective surgery (where needed), provision of the devise, fitting, rehabilitation, and physical therapy -- are met under this contract.

The Contractor will be responsible for supporting the facility at Rancho Grande, where permanently disabled combatants receive therapy and vocational training. This support will include improvement of the sanitary conditions (including screening, improved drainage, water and toilet construction), provision of physical therapy equipment and adequate structure to protect it, and specialized staff to train

**SECTION D - PACKAGING AND MARKING**

**D.1. Marking Instructions for Reports**

The contractor shall mark each shipment with its organization name, contract number, item number, and quantity (indicate partial or final shipment).

**D.2 Marking (APR 1984) AIDAR 752.7009**

(a) It is A.I.D. policy that A.I.D.-financed commodities and shipping containers and project construction sites and other project locations be suitably marked with the A.I.D. red, white, and blue handclasp emblem. Shipping containers are also to be marked with the last five digits of the A.I.D. financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided by TPFA/H.

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

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 Inspection and Acceptance**

Pursuant to the following clause, final inspection and acceptance of all items called for by the contract shall be made by the Project Officer for the Task Force on Humanitarian Assistance in Honduras.

**52.246-3 Inspection of Supplies--Cost-Reimbursement (APR 1984)**

**(a) Definitions.**

"Contractor's managerial personnel," as used in this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at a plant or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with performing this contract. "Supplies," as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, lots of supplies, and, when the contract does not include the Warranty of Data clause, data.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies, fabricating methods, and special tooling under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long

afterwards as the contract requires.

(c) The Government has the right to inspect and test the contract supplies, to the extent practicable at all places and times, including the period of manufacture, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in the contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

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

(e) Unless otherwise specified in the contract, the Government shall accept supplies as promptly as practicable after delivery, and supplies shall be deemed accepted 60 days after delivery, unless accepted earlier.

(f) At any time during contract performance, but no later than 6 months (or such other time as may be specified in the contract) after acceptance of the supplies to be delivered under the contract, the Government may require the Contractor to replace or correct any supplies that are nonconforming at time of delivery. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. Except as otherwise provided in paragraph (h) below, the cost of replacement or correction shall be included in allowable cost, determined as provided in the Allowable Cost and Payment clause, but no additional fee shall be paid. The Contractor shall not tender for acceptance supplies required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g) (1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, the Government may--

(1) By contract or otherwise, perform the replacement or correction and charge to the Contractor any increased cost or

make an equitable reduction in any fixed fee paid or payable under the contract;

(ii) Require delivery of undelivered supplies at an equitable reduction in any fixed fee paid or payable under the contract; or

(iii) Terminate the contract for default.

(g)(2) Failure to agree on the amount of increased cost to be charged to the Contractor or to the reduction in the fixed fee shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to correct or replace, without cost to the Government, nonconforming supplies, if the nonconformances are due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner to corrected or replacement supplies as to supplies originally delivered.

(j) The Contractor shall have no obligation or liability under this contract to replace supplies that were nonconforming at the time of delivery, except as provided in this clause or as may be otherwise provided in the contract.

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

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1. Period of Performance**

The period of performance for this contract is November 1, 1988 to April 30, 1989.

**F.2. Reports/Deliverables**

Contractor shall provide a monthly report to TFHA (Honduras and Washington) due not later than the fifth calendar day of the following month. This report shall at a minimum include the following:

- a. A narrative description of the achievements during the month, and cumulative achievements.
- b. Major problems encountered and proposed solutions to those problems.
- c. Work objectives for the following month.
- d. Financial Status report showing accrued expenditures for the month and cumulative accrued expenditures against the major budget line items (in the same format as the attached budget). Significant adjustments to the budget should also be discussed.

The Monthly report shall be submitted simultaneously to the Task Force in Washington D.C. and in Honduras.

The addresses for the Task Force are:

Washington (TFHA/W)  
Agency for International Development  
Task Force on Humanitarian Assistance  
Department of State, Room 3311  
Washington, DC 20523

Honduras (TFHA/H)  
Task Force on Humanitarian Assistance  
U.S. Embassy Tegucigalpa  
APO Miami, FL 34022

F.3. Stop-Work Order (APR 1984)--Alternate I (APR 1984)  
FAR 52.212-13

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Default, or the Termination for Convenience of the Government clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the

Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

12/5/88

26

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Method of Payment

Payment to the Contractor shall be made by letter of credit(LOC). The LOC number is 72001572. The Contractor's address is:

International Medical Corps  
10880 Wilshire Boulevard  
Suite 606  
Los Angeles, California 90024

G.2. Project Officer

The Project Officer in Honduras responsible for the technical requirements covered by this contract is Francisco Zamora for TFHA/H.

G.3. Appropriation and Obligation Information

PIO/T: 594-000-3-9000-1  
Amount Obligated: \$3,021,740  
Appropriation No.: 72-1191038 All  
Budget Plan Code: VRRR-89-29594-HG84  
Project Number: 594-0000.02  
Total Estimated Cost: \$3,021,740

G.4. Correspondence Procedures (APR 1984)

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence, as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract). Technical correspondence shall be addressed to the Contracting Officer's Technical Representative (COTR), with an information copy of the correspondence to the Contract Specialist (see below).

- (b) All correspondence, other than technical correspondence shall be addressed to the Contracting Officer.
- (c) Subject Lines(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

"SUBJECT: Contract No. (Insert the contract number from cover page) (Insert subject topic after contract number, e.g. 'Request for subcontract placement consent')."

G.5. Government Contact for Post Award Administration (APR 1984)

The Contractor shall use one of the following Government contacts as applicable, as the focal point for all matters regarding this contract except technical matters (see clauses G.3 (a), for definition):

- (a) Contracting Officer: The Contracting Officer for this action is James E. Corley.
- (b) Contracting Officer's Address: The Contracting Officer's, address is as follows:  
  
Agency for International Development  
M/SER/OP/W/CO  
Washington, DC 20523-1428  
  
Attn: Contract No. PDC-0000-C-00-9005-00
- (c) TFHA/W Representative: The TFHA/W representative for this contract is Donald Soules.
- (d) Contracting Officer's Technical Representative (COTR)  
The COTR'S address is set forth in block 6 of Standard Form 26.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1. Consignment of Goods Shipped**

The Contractor shall consign equipment and commodities purchased under this program to the U.S. Embassy in Tegucigalpa. When such a shipment is made, Contractor must provide prior notice to the Task Force Project Officer at the U. S. Embassy, to assure proper liaison and approval from the Government of Honduras, and to foster expeditious retrieval from Honduran Customs.

**H.2. Procurement: General**

Prior to procurement of equipment, a list of items to be procured must be submitted, reviewed, and approved by Project Office TFHA/H in Honduras.

**H.3. Procurement: Specialized Equipment**

Under the review delineated in clause entitled "Procurement: General", TFHA/H may determine some items as "specialized". For such items, the Contractor will certify to TFHA/H in writing, that:

(a). That Resistance Medical Corps staff have (or will have) sufficient training to properly use the equipment.

(b). That adequate measures have been taken to assure maintenance of the equipment -- including training of Resistance staff to do so.

(c). That the Contractor has conducted a thorough review as to the appropriateness of the equipment being procured and the availability of spare parts and service in country of the brand being purchased, and has determined that the choice of equipment being purchased is appropriate.

H.4. Procurement: Defense Base Act (DBA) Insurance

Pursuant to the contract clause entitled "Insurance-Worker's Compensation, Private Automobiles, Marine and Air Cargo" (AIDAR 752.228-70), the Contractor is required to have DBA coverage for certain categories of employees involved in performing work overseas. This insurance is required to be placed with CIGNA through its agent:

Wright & Company  
1400 I Street, NW  
Suite 1100  
Washington, DC 20005  
(202) 289-0200  
(800) 424-9801  
Telex: 440508

H.5. Language Requirements

Fluency in Spanish is required for the Operations Director (the FSI level is R3-S3) and for assistant administrators and directors at Tegucigalpa-Aguacate, Mosquitia, and Miami (the FSI level is R2+-S2+). For all other Contractor personnel and volunteers in country, Spanish fluency is strongly recommended. The Contracting Officer make grant exceptions for the language requirements under this contract.

H.6. Title to Property

Title to property remains with the Contractor until the property is accepted by the U.S. Government. The title to the property consigned to the U.S. Embassy in Honduras shall pass to the U.S. Government when the property clears Honduran customs. Once clear of Honduran customs, the property is subject to the contract clause entitled "Government Property (Cost Reimbursement)".

H.7. Priority of Patient Care

Patient care will be provided in the following order of

preference -- starting with the most preferred method and ending with the least preferred:

- a. Patient care in Honduras by the Medical Corps or local doctors.
- b. Patient care at Aguacate administered by doctors brought in from the U.S.
- c. Patient is medevaced to Miami and treated by the Miami Medical Team
- d. Patient is treated in Miami by donated services (from Miami or brought in from elsewhere) outside of the Miami Medical Team.
- e. Patient is treated outside of Miami by donated Services.

In the extraordinary event that none of the above approaches will result in provision of needed specialized medical services, Contractor will propose to TFHA/W an alternative approach (which may include paid services). For such cases, prior approval from TFHA/W on a case-by-case basis is required.

#### H.8. Vocational Training

Prior to initiation of vocational training, the Contractor will request written approval of the Task Force in Honduras to proceed. Any vocational skill training will then be coordinated with the (proposed) TFHA vocational training contractor(s) to avoid duplication of effort and to assure that efficiency in training is maximized.

#### H.9. Implementation Plan

Within 30 days of the signature of this Contract, the Contractor shall provide to TFHA (TFHA in Honduras; copy to TFHA in Washington) a detailed, time-phased implementation plan indicating the timing for deployment of personnel (including surgeons and technical assistance personnel), and for shipment of equipment. This plan will be updated, as necessary, in the monthly reports.

H.10 Technical Direction

- (a) Performance of the work under this contract shall be subject to the technical direction of Contracting Officer's Technical Representative (COTR) identified elsewhere in this contract. The term "technical direction" is defined to include:
- (1) Directions to the Contractor which shift work emphasis between work areas or tasks, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COTR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COTR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COTR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the Clause entitled "Disputes - Alternate I."

H.11. Modification Authority (APR 1984)

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.12. Audit

A concurrent financial and compliance audit of the (1) uses of the funds under this contract, (2) internal controls over the funds, and (3) compliance with agreement terms, laws, and regulations shall be made by the Office of the Inspector General, or its designee. The audit shall be conducted in accordance with the U.S. General Accounting Office Standards for Audit of Governmental Organizations, Programs, Activities and Functions (1988 Revision). This audit may be subject to review by the U.S. General Accounting Office.

H.13. Use of Task Force Helicopter Services

The helicopter services contracted by the Task force may be used for delivery of medical services, personnel and equipment, and for movement of patients to receive medical services. The helicopters are also used for many other activities of the Humanitarian Assistance Program. TFHA maintains control of the use of these helicopters. Therefore Contractor must provide TFHA/H with sufficient advance notice (at least 48 hours) and the planned itinerary to assure availability of a helicopter at the time needed. Planning with TFHA/H will be required if the Contractor anticipates heavy use of this service.

H.14. Combat Situation

It is understood that this is a Humanitarian Assistance program, and that TFHA will not require of the Contractor to perform in areas where there is known active combat. All U.S. citizens hired under this contract and sent to Honduras will be afforded the same services and protection that the U. S. Embassy affords all U. S. citizens there.

H.15. Source/Origin of Goods and Services

Source and origin code for all goods and services shall be 935 except as specifically approved in writing by the Contracting Officer.

H.16. Representations, Certifications and Other Statements of the Offeror

The Representations, Certifications and Other Statements of the Offeror, dated December 5, 1988 for this contract are hereby incorporated by reference.

H.17. Subcontracts

(a) Prior to the placement of subcontracts and in accordance with the clause, "Subcontracts Under Cost-Plus and Letter Contracts," the Contractor shall ensure that:

1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Section I;

(2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.804-2) and subcontractor Representations and Certifications (see the document referenced in Clause H.013 hereof); and

- (3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.
- (b) The Contractor shall also obtain and furnish to the Contracting Officer either an OCI Disclosure Statement or Representation form in accordance with AIDAR 737.270(e) "Organizational Conflicts of Interest Representation" for all subcontractors to be utilized under this contract. No work shall be performed by the subcontractor until the Contracting Officer has cleared the subcontractor for Organizational Conflicts of Interest (OCI).
- (c) The following subcontractors have been cleared by the Contracting Officer for Organizational Conflicts of Interest (OCI).:

\*\*\*

PART II

SECTION I - CONTRACT CLAUSES

FAR 52.252-2 Clauses Incorporated by Reference (APR 1984)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

<u>FAR/AIDAR Reference</u>	<u>Title</u>	<u>Date</u>
52.202-1	Definitions	(APR 1984)
752.202-1	Definitions Alternate 70	(APR 1984)
752.202-1	Definitions Alternate 72	(DEC 1986)
52.203-1	Officials Not to Benefit	(APR 1984).
752.203-1	Officials Not to Benefit	(APR 1984).
52.203-3	Gratuities	(APR 1984).
52.203-5	Covenant Against Contingent Fees	(APR 1984).
52.203-6	Restrictions on Subcontractor Sales to the Government	(JUL 1985)
52.203-7	Anti-Kickback Procedures	(FEB 1987).
52.204-1	Approval of Contract	(APR 1984).
52.204-2	Security Requirements	(APR 1984).
752.204-2	Security Requirements.	(APR 1984).
52.215-1	Examination of Records by Comptroller General	(APR 1984)
52.215-2	Audit--Negotiation	(APR 1988).
52.215-22	Price Reduction for Defective Cost or Pricing Data	(APR 1984)
52.215-23	Price Reduction for Defective Cost or Pricing Data --Modifications	(APR 1985)
52.215-24	Subcontractor Cost or Pricing Data	(APR 1985).
52.215-25	Subcontractor Cost or Pricing Data-Modifications	(APR 1985)
52.215-31	Waiver of Facilities Capital Cost of Money	(SEP1987)
52.215-33	Order of Precedence	(JAN 1986)
52.216-7	Allowable Cost and Payment	(APR 1984).
52.216-11	Cost Contract--No Fee	(APR 1984).
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	(JUN 1985)

12/5/88

<u>FAR/AIDAR Reference</u>	<u>Title</u>	<u>Date</u>
752.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns	
52.219-9	Small Business and Small Disadvantaged Business Subcontracting Plan	(APR 1984)
52.219-13	Utilization of Women-Owned Small Businesses	(AUG 1986)
52.220-1	Preference for Labor Surplus Area Concerns	(AUG 1986)
52.220-3	Utilization of Labor Surplus Area Concerns	(APR 1984)
52.220-4	Labor Surplus Area Subcontracting Program	(APR 1984)
52.222-1	Notice to the Government of Labor Disputes	(APR 1984)
52.222-2	Payment for Overtime Premiums	(APR 1984)
52.222-3	Convict Labor	(APR 1984)
52.222-26	Equal Opportunity	(APR 1984)
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts	(APR 1984)
52.222-29	Notification of Visa Denial	(APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans	(APR 1984)
52.222-36	Affirmative Action for Handicapped Workers	(APR 1984)
52.223-2	Clean Air and Water	(APR 1984)
52.225-7	Balance of Payments Program	(APR 1984)
752.225-9	Buy American Act -- Trade Agreements Act -- Balance of Payments Program	(APR 1984)
752.7004	Source and Nationality Requirements	(MAY 1986)
52.225-11	Certain Communist Areas	(APR 1984)
752.228-70	Insurance -- Worker's Compensation, Private Automobiles, Marine and Air Cargo	
52.228-7	Insurance--Liability to Third Persons	
52.229-8	Taxes--Foreign Cost-plus Contracts	(APR 1984)
52.230-3	Cost Accounting Standards	(SEP 1987)
52.230-4	Administration of Cost Accounting Standards	(SEP 1987)

Contract: PDC-0000-C-00-9005-00

<u>FAR/AIDAR Reference</u>	<u>Title</u>	<u>Date</u>
52.230-5	Disclosure and Consistency of Cost	
	Accounting Practices	(SEP 1987)
752.7003	Documentation for Payment	(APR 1984)
752.232-70	Letter of Credit Advance Payment	(AUG 1984)
752.7010	Conversion of U.S. Dollars to Local Currency	(APR 1984)
52.232-17	Interest	(APR 1984)
52.232-20	Limitation of Cost	(APR 1984)
52.232-24	Prohibition of Assignment of Claims	(JAN 1986)
52.233-1	Disputes	(APR 1984)
52.233-1	Disputes (APR 1984)--Alternate I	(APR 1984)
52.233-3	Protest after award--Alternate I	(JUN 1985)
752.7008	Use of Government Facilities or Personnel	(APR 1984)
52.243-2	Changes-Cost Reimbursement	(AUG 1987)
52.244-2	Subcontracts (Cost-plus and Letter Contracts	(JUL 1985)
52.244-5	Competition in Subcontracting	(APR 1984)
52.245-1	Property Records	(APR 1984)
52.245-5	Government Property (Cost-plus, Time-and-Material, or Labor-Hour Contracts)	(JAN 1986)
752.245-70	Government Property -- AID Reporting Requirements	
752.245-71	Title to and Care of Property	(APR 1984)
52.246-25	Limitation of Liability--Services	(APR 1984)
752.7002-70	Travel and Transportation	(AUG 1986)
52.247-1	Commercial Bill of Lading Notations	(APR 1984)
52.247-63	Preference for U.S.-Flag Air Carriers	(APR 1984)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	(APR 1984)

**FAR/AIDAR  
Reference**

**Title**

**Date**

52.249-6	Termination (Cost-plus) (MAY 1986).	
52.249-14	Excusable Delays	(APR 1984)
52.251-1	Government Supply Sources	(APR 1984)
752.7001	Biographical data	(APR 1984)
752.7005	Language, Weights, and Measures	(APR 1984)
752.7006	Notices	(APR 1984)
752.7007	Personnel Compensation	(AUG 1984)
752.7013-70	Contractor-Mission Relationships	(APR 1984)
752.7014	Notice of Changes in Travel Regulations	(APR 1984)
752.7015	Use of Pouch Facilities	(APR 1984)
752.7027-71	Personnel	(APR 1984)
752.7028	Differential and Allowances	(MAR 1986)
752.7029	Post Privileges	(APR 1984)
752.7026-70	Reports	
752.7031-72	Leave and Holidays	(APR 1984)

12/5/88

AID 1350-1 (3-87)	AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country <b>Task Force on Humanitarian Assistance</b>	Page 1 of Pages 2 4
		2. PIO/T No. 594-000-3-90001	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title <b>Nicaraguan Resistance Medical Program (IMC)</b>	
		Project No. 594-0000.02 International Medical Corps	
*PIO/T	PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES		

DISTRIBUTION	5. Appropriation Symbol <b>72-1191038</b>		6. Budget Plan Code <b>VRRA-89-29594-HG84</b>			
	7. Obligation Status. <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) <b>April 30, 1989</b>			
	9. Authorized Agent <b>M/SER/OP/W</b>		10. This PIO/T is in full conformance with PRO/AG No. Date			
	11a. Type of Action and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other			11b. Contract/Grant/Cooperative Agreement/ PASA/RSSA Reference Number (If this is an Amendment)		
	12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. <u>2</u> )					
	Maximum AID Financing Available		A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease
		B. U.S.-Owned Local Currency		3,000,000		3,000,000
13. Mission References  Tegucigalpa Cable#19027 Reservation of \$3,000,000 Res. Control Number = M900042		14A. Instructions to Authorized Agent  Please Negotiate an incrementally funded contract with the International Medical Corps to perform the services described in the attached Scope of Work. The effective date of the contract is November 1, 1988 and the final date is April 30, 1989. The total value of the contract is \$3,300,000 -- with an increment of \$300,000 to be provided in an amendment. Subject to the availability of funds at the time.				
14B. Address of Voucher Paying Office  PFM/FM/PAFD, Washington. D.C. 20523						

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.			
A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.  Donald Soules <i>DRS</i>	Phone No. 70454	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.  John Lovaas (draft) <i>DRS</i>	Date 11/12/88
	Date 11/12/88		Date 11/12/88
C. Robert Meighan <i>CRB</i>	Date 11/14/88	D. Funds for the services requested are available  Linda Tarpeh-Doe <i>Linda Tarpeh-Doe</i>	Date 11/14/88
E.	Date	Linda Tarpeh-Doe	
16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to		17. For the Agency for International Development	
Signature _____ Date _____		Signature <i>Ted D. Morse</i> Date <u>11/14/88</u>	
Title _____		Title <b>Ted. D. Morse, Director TFHA</b>	

\*See HB 3, Sup. A, App. C, Att B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

