

COST REIMBURSEMENT CONTRACT WITH AN EDUCATIONAL INSTITUTION

AGENCY FOR INTERNATIONAL DEVELOPMENT NEGOTIATED CONTRACT NO. AID/NE-C-1550	
NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223	TOTAL ESTIMATED CONTRACT COST \$35,000
CONTRACT FOR: Near East Regional Cooperation	CONTRACTOR (Name and Address) ARIZONA BOARD OF REGENTS University of Arizona
PROJECT NO: 298-0153	NAME
ISSUING OFFICE (Name and Address) Agency for International Development Office of Contract Management Regional Operations Division, LAC Washington, D. C. 25023	STREET ADDRESS Tucson, Arizona 85721
ADMINISTRATION BY ISSUING OFFICE	CITY, STATE, AND ZIP CODE
MAIL VOUCHERS (Original and 3 copies) TO: Agency for International Development Office of Financial Management Washington, D. C. 20523	COGNIZANT SCIENTIFIC/TECHNICAL OFFICE NE/JLS
EFFECTIVE DATE September 29, 1978	ACCOUNTING AND APPROPRIATION DATA PROJECT NO. 298-0153-3-6287808 APPROPRIATION NO. 72-1181079 ALLOTMENT NO. 879-62-298-00-69-81
	ESTIMATED COMPLETION DATE November 15, 1978

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this Contract, and the Contractor, an educational institution chartered by the State of Arizona with its principal office in Tucson, 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 and the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule or the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

ORIGINAL

This Contract consists of this Cover Page, the Table of Contents, and the Schedule consisting of 4 pages, the General Provisions (Form AID 1420-23C), dated 7/1/76

NAME OF CONTRACTOR ARIZONA BOARD OF REGENTS University of Arizona	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
BY (Signature of authorized individual) <i>Sherwood E. Carr</i>	BY (Signature of Contracting Officer) <i>Gary E. Dwozkin</i>
TYPED OR PRINTED NAME Sherwood E. Carr, Treasurer and	TYPED OR PRINTED NAME Gary E. Dwozkin JMS
TITLE Contracting Officer	CONTRACTING OFFICER
DATE 9/27/78	DATE SEP 28 1978

**SCHEDULE
COST REIMBURSEMENT CONTRACT WITH
AN EDUCATIONAL INSTITUTION**

TABLE OF CONTENTS

SCHEDULE

The Schedule, on pages 1 through 4 ..., consists of this Table of Contents and the following Articles

Article I	- Statement of Work
II	- Key Personnel
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VI	- Negotiated Overhead Rates
VII	- Alterations in Contract

GENERAL PROVISIONS

The General Provisions of this Contract consists of form AID 1420-23C entitled "General Provisions - Cost Reimbursement Contract with an Educational Institution," dated 7-1-76, which includes provisions 1 through 38.

ARTICLE I - STATEMENT OF WORK

The Contractor, as an independent contractor and not as an agent of the Government, shall provide a study of Near Eastern Regional Cooperation-Environment and Natural Resources in accordance with the attached Exhibit A - Statement of Work.

ARTICLE II - KEY PERSONNEL

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

Dr. Jack Johnson

B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to making any change in the key personnel, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

The Contractor shall obtain A.I.D.'s approval to change the Principal investigator or project leader, or to continue research work during a continuous period in excess of three months without the participation of the approved principal investigator or project leader.

ARTICLE III - PERIOD OF CONTRACT SERVICES

The effective date of this contract is September 29, 1978 and the estimated completion date is November 15, 1978.

ARTICLE IV - ESTIMATED COST

The total estimated cost for complete performance of this contract is \$35,000.

ARTICLE V - BUDGET

BUDGET

9/29/78 - 11/15/78

Salaries and Wages	\$12,800
Fringe Benefits	2,125
Travel and Transportation	6,750
Other Direct Costs	3,873
Overhead (37% Direct Costs)	<u>9,452</u>
	\$35,000

The Budget shown above is for estimating purposes only. The contractor may adjust line item amounts as reasonably necessary for the effective and efficient performance of this contract. The contractor may not exceed the Total Estimated Cost without the prior written authorization from the Contracting Officer.

ARTICLE VI - NEGOTIATED OVERHEAD RATES

Pursuant to the provisions of the clause of the General Provisions of this Contract entitled "Negotiated Overhead Rates - Predetermined", a rate or rates shall be established for each of the Contractor's accounting periods during the term of the Contract. The rate for the initial period shall be as set forth below:

	<u>Rate</u>	<u>Base</u>	<u>Period</u>
On Campus	37%	Direct Costs	From: 7/1/77 To: 6/30/79

ARTICLE VII - ALTERATIONS IN CONTRACT

The alterations in contract are included in "Attachment to AID 1420-23-Cost Reimbursement Contract with an Education Institution June 1978."

Statement of Work

1. Objective: The objective of this study is to determine the potential for cooperation in the environmental and natural resources sciences between the various countries of the Middle East, with particular emphasis on Israel and the neighboring Arab countries, and to identify and evaluate potential regional projects and activities in the environmental and natural resources sciences. A.I.D. is examining possibilities for regional cooperation and development in the Near East in the context of peace as part of the inter-agency study of the economic implications of a Middle East peace settlement and in response to Congressional initiatives. This subject has been divided into several areas which will be studied by A.I.D., certain other federal agencies, and private firms and consultants. A list of the study areas is attached for reference.
2. Parameters of the Study: The study will be concerned only with identifying cooperative regional activities which would be beneficial and feasible if conditions permitted and will make no assumptions as to the political parameters of a peace settlement. It should, however, differentiate between activities or phases of activities which (a) might be feasible immediately, (b) those which could be initiated during an interim period before conclusion of a full peace agreement, and (c) those which would have to await a comprehensive peace settlement. Projects which could begin now or during an interim period and develop further as progress is made toward a lasting peace, are of particular interest.

The study should show an awareness of the national sensitivities involved in regional cooperation, particularly the need for balanced contributions by the participating states. Activities should involve, to the greatest extent possible, real cooperation rather than merely the provision of technical assistance by one country to another.

The term "regional" refers to activities involving Israel and one or more Arab States, the West Bank, or Gaza Strip; projects which initially may involve only Arab States or the West Bank or Gaza Strip; and bilateral activities which have potential for becoming regional ones. Emphasis for regional cooperation should be on Israel, Egypt, Jordan, Syria, Lebanon, and the occupied territories; lesser emphasis on other Arab States, particularly if they are logical participants in activities

3. Survey of Existing Conditions: The contractor will travel to the appropriate Middle East countries to survey and evaluate their existing capabilities in the environmental and natural resources sciences; identify and describe ongoing and proposed research and scientific institutions; identify significant

regional environmental and natural resource problems; identify priorities as seen by the various Middle East countries for addressing the important environmental and natural resource problems; review the status of regional cooperation in the area and assess the merits of cooperative efforts of projects which have been attempted or proposed; identify the countries' greatest strengths and weaknesses in environmental and natural resources sciences, particularly in light of the subject being proposed for regional cooperation; assess areas where bilateral technical assistance could be valuable in order to bring one or more of the countries up to a scientific or technical level adequate for participation in a regional program; and determine the types and importance of their environmental and natural resources legislation. The study should emphasize those areas which, because of the lack of regional cooperation, have had negative impacts or have resulted in avoidable problems.

4. Identification of Potential for Regional Cooperation: Areas in the environmental and natural resources sciences in which regional cooperation seems feasible and useful will be identified and described. The criteria for determining these areas should be based on technical considerations rather than political feasibility. Each area will be examined objectively on its technical merits, and prejudgment as to whether there is a potential for cooperation will be avoided. If there are important areas including those listed below, which do not appear to be amenable to regional cooperation, the study should discuss the reasons behind this judgment.

5. Identification and Description of Specific Projects: Specific cooperative projects and activities will be identified and ranked accordingly for those areas which seem to have potential for regional cooperation. Each project will be evaluated in terms of its merits, beneficiaries, technical feasibility, and estimated costs (funds, number and qualifications of needed manpower, number and kinds of facilities and equipment, etc.). The steps required to implement these activities, possible timetables, technical assistance requirements, expertise and length of time needed, and potential problems will be described. The study will contain a preliminary evaluation of the personnel training needs in each country to develop and manage regional projects, and the types of training needed and the mechanisms to provide for it will be described. The facilitating intermediary, technical, financial and other roles that the U.S. and other donors could play also will be described.

Particular attention will be paid to the possibility of establishing regional institutes or other forms of institutionalized regional cooperation. The potential members, structure, location, responsibilities, financing and other aspects of the institution will be described for cases in which cooperation might be feasible.

6. Areas for Further Investigation: Areas which cannot be fully investigated during the allotted study time, but ones which the contractor believes to be important and have potential and which would require further investigation, will be identified and mechanism for accomplishing the needed investigation will be suggested.

7. Possible Sectors of the Study: The following list is illustrative of potential areas for investigation and is not intended to be comprehensive nor selective. The contractor will add additional ideas, determine that some on the list are not practical, and rearrange the ideas to show priority ranking.

A. Marine Resources

1. Study of the oil and mineral potential of the Gulf of Aqaba; a possible project to study the origin and distribution of petroleum and hard minerals in the Gulf sediments.

B. Water Resources

1. A large quantity of fresh water is flowing into the Mediterranean from Syria, Lebanon and, possibly, Israel. The source of the water and its approximate quantity could be determined by remote sensing using thermal scanners (airborne). Studies should be made of the effects on fisheries in the Eastern Mediterranean if this source of fresh water were removed or altered.

2. There is a possibility that the deserts of eastern Syria and Jordan are underlain by water-bearing rocks. Remote sensing might show spots where drilling might find this water.

3. Green belts might be established in the desert if groundwater could be found. Water quantity and quality would have to be determined. Almond orchards might be established, using drip irrigation methods. Though such methods are expensive, they use only 30 percent of the water used in ordinary irrigation. Less fertilizer is needed, and water high in salts can be used with less deleterious effects on the soil.

4. Center for water conservation research. In addition to drip irrigation, such techniques as brackish water irrigation, sewage effluent use, greenhouse agriculture, and desalinization could be tested.

5. Coordination of national water management policies, including community water supply and water quality control, wherever they may have an impact on neighboring states.

C. Remote Sensing

1. Remote sensing. A number of the possible projects listed could involve the application of remote sensing. The possibility of cooperation in utilizing remote-sensing technology and the feasibility of a joint remote-sensing center similar to those in Nairobi, Ouagadougou, and Bangkok should be explored. Syria is planning a regional remote-sensing center which might serve as a training site for all the surrounding countries in the area of environmental and natural resources studies.

2. Volcanic activity occurred in southern Syria about 4000 years ago. Thermal scanning of the area plus examination of Landsat satellite imagery

might find hot spots where geothermal power might be feasible. Water supply might be a problem but, with the use of remote sensing, sites might be found where test drilling for water would be wise.

3. Regional Revegetation Center: Experimental plantings of various types of arid-tolerant vegetation from this region and other arid regions of the world for reclaiming barren land. A regional center capable of research involving plant propagation by cloning (tissue culture) for dealing with plants slow to produce seeds or plants few in number would be needed.

D. Desertification and Environmental Training

1. Regional Environmental Training Center: A center for the study of the common environmental/natural resource problems of arid/semi-arid lands. The center would also serve as a collection point for literature on arid land ecology. Environmental aspects of widespread use of pesticides, range land management studies could be included.

2. There are several U.N. Desertification Conference follow-on proposals which involve the Near East and North Africa. Perhaps some of these should be considered:

(a) Transnational greenbelt in North Africa

(b) Transnational project on the management of livestock and range land--Sudano-Sahelian Region

(c) Major regional aquifer in Northeast Africa

3. The American Geological Institute has developed a curriculum that is now taught throughout the U.S. The curriculum is in Earth Science and has been successfully used in this country and South America. Perhaps the curriculum texts could be translated into the appropriate languages for use in Middle East high schools. Earth Science is the basis for many environmental studies, and such a curriculum will give a boost to these studies.

4. Reports

The Contractor shall submit 53 copies of a final report of approximately 50 pages, and an executive summary of approximately 10 pages, no later than November 15, 1978.

Reports shall be submitted as follows:

1 copy

AGENCY FOR INTERNATIONAL DEVELOPMENT
ATTN: CONTRACTING OFFICER
CM/ROD/LAC
Washington, D.C. 20523

50 copies

AGENCY FOR INTERNATIONAL DEVELOPMENT
ATTN: NE/JLS
Washington, D.C. 20523

2 copies

AGENCY FOR INTERNATIONAL DEVELOPMENT
ATTN: AID REFERENCE CENTER
Washington, D.C. 20523

SECTORAL BREAKDOWN OF INTERAGENCY STUDY
OF
MIDDLE EAST REGIONAL ECONOMIC COOPERATION AND DEVELOPMENT

I Infrastructure

- 1) Transportation
- 2) Telecommunications
- 3) Water Resources
- 4) Desalination
- 5) Dead Sea Minerals
- 6) Power Generation
- 7) Natural Gas Pipeline
- 8) Regional Industrial Development and Financial Institutions
- 9) Tourism

II Science and Technology

- 1) Scientific/Technological Cooperation Overview
- 2) Environmental Sciences/Natural Resources
- 3) Agriculture
- 4) Health
- 5) Alternative Energy
- 6) Education
- 7) Social Sciences
- 8) Informatics
- 9) Appropriate Technology
- 10) Manpower Planning
- 11) Oceanographic/Atmospheric Sciences

GENERAL PROVISIONS

Cost Reimbursement Contract With An Educational Institution

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1. DEFINITIONS (JAN. 1975)

(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) "Campus Coordinator" shall mean the representative of the Contractor at the Contractor's home institution, who shall be responsible for coordinating the activities carried out under the Contract.

(d) "Consultant" shall mean any especially well-qualified person who is engaged on a temporary or intermittent basis and who is not an officer or employee of the Contractor.

(e) "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.

(f) "Contractor" shall mean the educational institution providing services hereunder.

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

(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 AID Procurement Regulations (AIDPR).

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

2. APPROVALS (JUNE 1973)

All approvals made under the Contract by the Contracting Officer, or Mission Director, shall be in writing and obtained by the Contractor

ALTERATIONS IN CONTRACT

A. The General Provisions (Form AID 1420-23C (7-1-76)) of this Contract are modified as follows:

1. General Provision 14, Training of Foreign Country Nationals. Add a new paragraph (e) as follows:

"(e) Mandatory use of Visa Eligibility Form DSP 66 A by participants. The Contractor shall insure that any foreign students brought to the United States for training under this Contract use Visa Eligibility Form DSP 66 A (AID version) to obtain a visa."

2. General Provision 20, Termination for Convenience of the Government. Paragraph (f) 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,..."

3. General Provision 35, 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 39, Clean Air and Water, is attached hereto and is incorporated into the General Provisions of this Contract.

5. General Provision 40, entitled (specify Patent Rights clause) is attached hereto and incorporated into the General Provisions of this Contract. (Note: Insert the appropriate clause required by FPR 1-9.107-5 or 1-9.107-6, as required by FPR 1-9.107-4.)

6. General Provision 41, Use of Government Facilities or Personnel, is attached hereto and is incorporated into the General Provisions of this Contract.

B. The Additional General Provisions (Form AID 1420-23D (7-1-76)) of this Contract are modified as follows:

1. Additional General Provision 9, 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."

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

2. Additional General Provision 10, Transportation and Storage Expenses:

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

3. Additional General Provision 17, 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 18, Preference for U.S. Flag Air Carriers, 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, demotion 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 system 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 representative 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

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.

CLEAN 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 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.

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.

(b) 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.