

PD-ABA-918

ISN 66214

ORIGINAL

STANDARD FORM 30, JULY 1966
GENERAL SERVICES ADMINISTRATION
FED. PROC. REG. (41 CFR) 1-16.101

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

PAGE 1 OF 2

1. AMENDMENT/MODIFICATION NO. Amendment No. 4 2. EFFECTIVE DATE 9/15/76 3. REQUISITION/PURCHASE REQUEST NO. 4. PROJECT NO. (If applicable)

5. ISSUED BY CODE MMC 6. ADMINISTERED BY (If other than block 5) CODE SMH

Agency for International Development
Office of Contract Management (COD/ITA)
Room 613 PP
Washington, D. C. 20523

ISSUING OFFICE F. Chetwyn
neg - S Horn

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE

PADCO, Inc.
1834 Jefferson Place, N.W.
Washington, D. C. 20036

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

MODIFICATION OF CONTRACT/ORDER NO. AID/ta-C-1107 DATED 6/14/76 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961, as amended, and Executive Order 11223.
It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT/MODIFICATION

1. The purpose of this amendment is to further modify this contract pursuant to the changes directed by change order number 2 which are as follows:

- A. Revise the Statement of Work
- B. Extend the Completion Date
- C. Revise the Partial Payments clause

2. Therefore, the parties agree to the following changes:

- A. Amend Article I - Statement of Work Section C, Development Activities by deleting paragraph 12 in its entirety and substituting in lieu thereof the following:

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

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 6 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR BY Alfred P. Van Huyck (Signature of person authorized to sign)

17. UNITED STATES OF AMERICA BY Morton Darvin (Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print) Alfred P. Van Huyck President

16. DATE SIGNED 9/21/76

18. NAME OF CONTRACTING OFFICER (Type or print) Morton Darvin

19. DATE SIGNED SF

"12. Conduct a seminar in AID/Washington to present the major elements of the guidelines and explain their application in varying circumstances. The workshop will be arranged with the collaboration of AID's Technical Assistance Bureau, Office of Urban Development. The workshop will be completed before December 31, 1976".

B. Amend Article IV - Term of Contract by deleting the amended expiration date of "October 15, 1976" and in lieu thereof inserting "December 31, 1976".

C. Delete Article VI - Partial Payments in its entirety and in lieu thereof insert the following:

"\$20,000 upon submission of Milestone Report No. 1

\$12,000 upon submission of Milestone Report No. 2

\$20,000 upon submission of Milestone Report No. 3

\$ 8,000 upon submission of Milestone Report No. 4

\$15,000 upon submission of Final Report in AID/Washington

\$ 3,655 on September 15, 1976

Balance upon completion of seminar in AID/Washington" (3914)

This amendment results in no increase to the total contract price.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

ORIGINAL

1. AMENDMENT/MODIFICATION NO. Amendment No. 3 2. EFFECTIVE DATE 4/1/76 4. PROJECT NO. (If applicable)

5. ISSUED BY
Agency for International Development
Office of Contract Management (COD/IT)
Room 1011-A SA-5
Washington, D. C. 20523

6. ADMINISTERED BY (If other than block 5)
ISSUING OFFICE Proj mgr - E. Chaturgo
reg. - S. Horne

7. CONTRACTOR NAME AND ADDRESS
PADCO
1834 Jefferson Place, N.W.
Washington, D. C. 20036

8. AMENDMENT OF SOLICITATION NO. _____
DATED _____ (See block 9)
 MODIFICATION OF CONTRACT/ORDER NO. AID/ta-C-1107
DATED 6/14/74 (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.
Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:
(a) By signing and returning _____ copies of this amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (if required)

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

12. DESCRIPTION OF AMENDMENT/MODIFICATION
1. The purpose of this amendment is to further modify this contract pursuant to the changes directed by change order number 2 which are as follows:
A. Revise the Statement of Work
B. Extend the Completion Date
2. Therefore, the parties agree to the following changes:
A. Amend Article I - Statement of Work Section C, Development Activities by deleting paragraph II in its entirety and substituting in lieu thereof the following:

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

13. CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 5 COPIES TO ISSUING OFFICE

14. NAME OF CONTRACTOR/OFFEROR
BY [Signature]
(Signature of person authorized to sign)

17. UNITED STATES OF AMERICA
BY [Signature]
(Signature of Contracting Officer)

15. NAME AND TITLE OF SIGNER (Type or print)
John D. Herbert, Sr. Vice President

16. DATE SIGNED
5/18/76

18. NAME OF CONTRACTING OFFICER (Type or print)
Morton Darvin

19. DATE SIGNED
MAY 1976

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"11. Prepare final report based on analysis of field review and comments. This final version of the Guidelines Report should be submitted in one photo ready copy and ten clear reproductions - due on/or before April 12, 1976."

Delete paragraph 12 in its entirety and in lieu thereof substitute the following:

"12. Conduct a seminar in AID/Washington to present the major elements of the guidelines and explain their application in varying circumstances. The workshop will be arranged with the collaboration of AID's Technical Assistance Bureau, Office of Urban Development. The workshop will be held on/or about September 15, 1976."

B. Amend Article II - Reports, by deleting amended paragraph E and substituting in lieu thereof the following:

"E. One photo ready copy and ten clear reproductions of final Guidelines Report - due on/or before April 12, 1976."

3. Article IV - Term of Contract is modified by deleting the amended expiration date of "March 31, 1976" and in lieu thereof inserting "October 15, 1976".

This amendment results in no increase to the total contract price.

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

Amendment No. 2		2. EFFECTIVE DATE 11/14/75	3. REQUISITION/PURCHASE REQUEST NO. 3168531	4. PROJECT NO. (If applicable) 931-11-899-016-73
ISSUED BY Agency for International Development Office of Contract Management Central Operations Division Washington, D. C. 20523		CODE	5. ADMINISTERED BY (If other than block 5) ORIGINAL By: R. D. ... J. E. Chetwood TA/UD	
CONTRACTOR NAME AND ADDRESS PADCO 1211 Connecticut Ave., N.W. Suite 500 1834 JEFFERSON PLACE N.W. Washington, D. C., 20036		CODE	FACILITY CODE	
Street, city, state, and ZIP code		6. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/ta-C-1107 DATED 6/17/74 (See block 11)		

THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation or amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of F.A. Act of 1961, as amended and E.O. 11223
It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION:

1. The purpose of this amendment is to modify this contract pursuant to the changes directed by change order number 2 which are as follows:

FUNDS OBLIGATED

Approp. No. 72-11X 1026
 Allot. No. 426-31-099-00 26
 Obl. No. 3168531 003, CR. 254
 Amount \$ 19,569.00
 Proj. No. 931-11-899-016-73

A. Revise the Statement of Work
 B. Extend the Completion date
 C. Adjust the price

2. Therefore, the parties agree to the following changes:

A. Amend Article I - Statement of Work Section C, Development Activities by deleting paragraph 10 in its entirety and substituting in lieu thereof the following:

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

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

NAME OF CONTRACTOR/OFFEROR: PADCO

Signature of person authorized to sign: *[Signature]*

17 UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT

BY: *[Signature]* Issuing Officer

DATE AND TIME OF SIGNING (Type in print): 20 FEB 1976

NAME OF CONTRACTING OFFICER (Type in print): FEB 17 1976

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"10. Submit a revised draft of the Guidelines Report and an accompanying review questionnaire, both ready for reproduction and subsequent distribution by AID to selected field missions for review and comment. The revised draft and questionnaire should be submitted in 10 copies on or before November 15, 1975. The report and questionnaire will be termed Milestone Report No. 4."

Delete paragraph 11 in its entirety and in lieu thereof substitute the following:

"11. Prepare final report based on analysis of field review and comments. This final version of the Guidelines Report should be submitted in one photo ready copy and ten clear reproductions - due on/or before 1 March 1976."

Delete paragraph 12 in its entirety and in lieu thereof substitute the following:

"12. Conduct a seminar in AID/Washington to present the major elements of the guidelines and explain their application in varying circumstances. The workshop will be arranged with the collaboration of AID's Technical Assistance Bureau, Office of Urban Development. The workshop will be held on/or about 22 March, 1976."

B. Amend Article II - reports, by deleting amended paragraph D and original paragraph E and substituting in lieu thereof the following:

PADCO
Amendment No. 2 to Contract AID/ta-C-1107

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"D. Milestone Report No. 4 - due on/or before November 15, 1975.
The report and questionnaire, in ten copies, shall be a revised draft of the Guidelines and an accompanying questionnaire to aid field missions in their review of the revised draft report.

"E. One photo ready copy and ten clear reproductions of final Guidelines Report - due on/or before 1 March, 1976."

3. Article IV - Term of Contract is modified by deleting the amended expiration date of "December 20, 1975" and in lieu thereof inserting "March 31, 1976".

4. Article V - Fixed Price Contract is modified by deleting the figure "\$50,000" and in lieu thereof inserting the figure "\$79,569".

5. Article VI - Partial Payments, delete in its entirety and in lieu thereof insert the following:

\$20,000 upon submission of Milestone Report No. 1

\$12,000 upon submission of Milestone Report No. 2

\$20,000 upon submission of Milestone Report No. 3

\$8,000 upon submission of Milestone Report No. 4

\$15,000 upon submission of final Report in AID/Washington

Balance upon completion of seminar in AID/Washington.

6. General Provisions and Additional General Provisions

The parties have agreed to the incorporation of General Provisions

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PADCO
Amendment No. 2 to Contract AID/ta-C-1107

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AID Form 1420-42C "General Provisions Fixed Price Technical Services Contract", dated 7-1-75 which includes provisions 1 through 35; and AID Form 1420-42D "Additional General Provisions Fixed Price Technical Services Contract", dated 7-1-75 which includes provisions 1 through 9 which are attached hereto and which replace AID Forms 1420-42C and D dated 7-72.

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GENERAL PROVISIONS
FIXED PRICE TECHNICAL SERVICES CONTRACT

INDEX OF CLAUSES

- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none">1. Definitions2. Biographical Data3. Changes4. Inspection5. Documentation for Payment6. Approvals7. Procurement of Equipment, Vehicles, Materials, and Supplies8. Subcontracts9. Assignment of Claims10. Examination of Records by Comptroller General11. Default12. Disputes13. Convict Labor14. Standards of Work15. Equal Opportunity16. Officials Not to Benefit17. Covenant Against Contingent Fees | <ol style="list-style-type: none">18. Release of Information19. Utilization of Small Business Concerns20. Utilization of Labor Surplus Area Concerns21. Rights in Data22. Language, Weights and Measures23. Government Property24. Notice and Assistance Regarding Patent and Copyright Infringement25. Gratuities26. Security Requirements27. Authorization and Consent28. Patent Provisions and Publication of Results29. Utilization of Minority Business Enterprises30. Listing of Employment Openings31. Pricing of Adjustments32. Termination for Convenience of the Government33. Payment of Interest on Contractors' Claims34. Employment of the Handicapped35. Notices |
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1. DEFINITIONS (DEC. 1970)

(a) "A.I.D." shall mean the Agency for International Development.

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

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

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

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

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

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

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

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

(j) "Mission" shall mean the United States A.I.D. Mission to, or principal A.I.D. office in, the Cooperating Country.

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

(l) "Scope of Work" shall mean specifications.

(m) Except as otherwise provided in this contract, the term "subcontract" includes purchase orders under this contract.

(n) "Work Statement" shall mean specifications.

2. BIOGRAPHICAL DATA (DEC. 1970)

Contractor agrees to furnish to the Contracting Officer, on forms provided for that purpose, biographical information on the following individuals to be employed in the performance of the contract: (1) all individuals to be sent outside of the United States, (2) key personnel. Biographical data on the other individuals employed under the contract shall be available for review by A.I.D. at the Contractor's principal place of business.

3. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (i) drawings, designs, or specifications, (ii) methods of shipment or packing, (iii) place of inspection, delivery, or acceptance, and when appropriate (iv) the amount of logistic support and property of the

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**ADDITIONAL GENERAL PROVISIONS
FIXED PRICE TECHNICAL SERVICES CONTRACT**

INDEX OF CLAUSES

- | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ol style="list-style-type: none">1. Definitions2. Personnel3. Conversion of United States Dollars to Local Currency4. Post Privileges5. Contractor-Mission Relationships | <ol style="list-style-type: none">6. Marking7. Insurance - Workmen's Compensation, Private Automobiles8. United States Flag Carriers9. International Travel Approval and Notification Requirements |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

(Additional General Provisions for Overseas Fixed Price Type Contracts are also attached hereto, and except for clauses omitted as specified on the preceding pages, such Additional Provisions are incorporated in this contract.)

1. DEFINITIONS (DEC. 1970)

(a) "Dependents" shall mean:

- (1) Spouse
- (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support;
- (3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and
- (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.

(b) "Local Currency" shall mean the currency of the Cooperating Country.

(c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.

(d) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.

(e) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

2. PERSONNEL (DEC. 1970)

(a) *Cooperating Country Clearance.* The Contractor shall not send any individual outside the United States to perform work under the Contract without first obtaining written notification from the Contracting Officer of country clearance for the employee.

(b) *Individuals Engaged or Assigned When Outside the United States.* No individual shall be engaged or assigned when outside the United States to perform work outside the United States unless authorized in the Schedule or otherwise approved by the Contracting Officer or Mission Director.

(c) *Physical Fitness of Employees.* Contractor shall exercise reasonable precautions in assigning employees for work under this contract in the Cooperating Country to assure that such employees are physically fit for work and residence in the Cooperating Country. In carrying out this responsibility Contractor shall require all such employees (other than those hired in the Cooperating Country) to be examined by a licensed doctor of medicine. Contractor shall require the doctor to certify that, in the doctor's opinion, the employee is physically qualified to engage in the type of activity for which he is employed and the employee is physically qualified to reside in the country to which he is assigned for duty. The employee's Medical Certification shall be retained by the Contractor and made available to A.I.D. if so required.

(d) *Conformity to Laws and Regulations of Cooperating Country.* Contractor agrees to use its best efforts to assure that its personnel, while in the Cooperating Country, will abide by all applicable laws and regulations of the Cooperating Country and political subdivisions thereof.

(e) *Sale of Personal Property or Automobiles.* To the extent permitted by Cooperating Country laws, the importation and sale of personal property or automobiles by Contractor employees and their dependents in the Cooperating Country shall be subject to the same limitations and prohibitions which apply to U.S. nationals employed by the Mission.

(f) *Conflict of Interest.* Other than work to be performed under this contract for which an employee or consultant is assigned by the Contractor, no such employee or consultant of the Contractor shall engage, directly or indirectly, either in his own name or in the name or through the agency of another person, in any business, profession, or occupation in the Cooperating Country or other foreign countries

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1. AMENDMENT NO. <u>1</u>	2. EFFECTIVE DATE <u>1/27/75</u>	3. REGISTRATION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) <u>931-11-899-016</u>
5. AGENCY FOR INTERNATIONAL DEVELOPMENT Office of Contract Management Central Operations Division Washington, D. C. 20523	5. ADMINISTERED BY (If other than block 5) <u>B. Newton</u> <u>E. Chetryan, + A/00</u>		6. DATE <u>04 JUN 1975</u>

CONTRACTOR NAME AND ADDRESS <u>PA DCO</u> <u>1211 Connecticut Ave., N. W.,</u> <u>Suite 509</u> <u>Washington, D. C., 20036</u>	7. AMENDMENT OF SOLICITATION NO. _____ DATED _____ (See block 9)	8. MODIFICATION OF CONTRACT/ORDER NO. <u>AID/ta-C-1107</u> DATED <u>6/17/74</u> (See block 11)
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THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or teletype which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by teletype or letter, provided such teletype or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

ACCOUNTING AND APPROPRIATION DATA (If required)

THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of F.A. Act of 1961, as amended and F.O. 11223
It modifies the above numbered contract as set forth in block 12.

DESCRIPTION OF AMENDMENT/MODIFICATION

1. The purpose of this amendment is to modify this contract pursuant to the changes directed by change order number 1 which are:

A. To revise the Statement of Work and the Articles pertinent thereto.

B. Extend the completion date to December 20, 1975.

2. Therefore, the parties agree to the following changes:

A. Delete the Statement of Work in its entirety and in lieu thereof substitute Attachment "A", Statement of Work, which was incorporated by Change Order No. 1.

ORIGINAL

B. Amend Article II - Reports by deleting paragraph C, D, and E and in

As provided herein, all terms and conditions of the agreement represented in this contract, or hereinafter amended, remain unchanged and in full force and effect.

CONTRACTOR'S OFFER IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

CONTRACTOR'S OFFER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

17. UNITED STATES OF AMERICA Agency for International Development

18. NAME OF CONTRACTING OFFICE (Type or Print)

19. DATE SIGNED
JUN 4 1975

WE AND THE PRESIDENT
W. R. ...
PRESIDENT

In lieu thereof insert the following:

"C. Milestone Report No. 3 - due on or before July 25, 1975.

The report, in an original and two copies, shall be a draft of the guidelines excluding Appendices. A precis of this report will be submitted in fifty copies at the same time."

"D. One photo ready copy and ten clear reproductions of final report -- due on or before December 20, 1975. This shall be a complete version of the guidelines with appendices."

C. Under Article IV - Term of Contract, delete the expiration date of "May 31, 1975" and in lieu thereof insert "December 20, 1975."

D. Article VI - Partial Payments, Delete Article VI in its entirety and in lieu thereof insert the following:

\$20,000 upon submission of Milestone Report No. 1

\$12,000 upon submission of Milestone Report No. 2

\$20,000 upon submission of Milestone Report No. 3

\$4,000 upon completion of the Final Review Workshop in Washington

Balance upon final acceptance of final report."

This amendment results in no increase to the total contract price.

STATEMENT OF WORK

A. Objective

The primary objective of this contract is to provide the basis for developing Agency projects with high beneficial impact on the urban poor, focusing on the urban employment, health, education, housing, transportation, and water and sanitation sectors. The work will include production of guidelines for use by AID/W, mission, and host country personnel in formulating high impact projects to benefit the urban poor.

B. Scope of Work

The contractor shall produce guidelines for formulating and identifying high-impact projects to benefit the urban poor. A tentative outline of the final report is as follows:

TITLE: GUIDELINES FOR FORMULATING HIGH-IMPACT TO BENEFIT THE URBAN POOR

PART I: DIMENSIONS OF URBAN POVERTY

Chapter 1: The Scale of the Problem

This would include a brief description of world-wide levels of urbanization, the numbers of rural poor and urban poor and their interrelatedness, levels of poverty in urban populations and broad prospects for a continuing build-up of massive poverty groups in the urban areas of the developing world-- with a discussion of the social, economic and political implications of this build-up.

Chapter 2: Varieties of Urban Poverty

An identification of the major different types of urban poverty in the developing areas and the importance of developing projects sensitive to their specific needs, rather than projects conceived for "the urban poor" as a single category of households and individuals.

The specific categories of urban poor to be dealt with may be based on characteristics which include the following:

- Economic level (considering both income and control of capital in the form of land, housing, equipment, etc.)
- Physical well-being (nutrition and access to health services)
- Education
- Environmental quality (water supply, sanitation, housing, etc.)
- Social integration
- Political access
- Capacity for self improvement
- Degree of commitment to the present place of settlement (distinguishing permanent urban dweller from transitory settlers whose ties may still be primarily to the smaller towns, villages or rural areas from which they have come)

The number of significant categories that can be identified as the basis of these eight characteristics is yet to be determined. Each category should have distinct project requirements.

Chapter 3: Underlying Causes of Urban Poverty

An analysis of the forces which have led to and which continue to aggravate urban poverty, including, for example:

Overall population growth and increasing pressures for migration into urban areas.

Constraints on economic growth which result in high levels of unemployment and underemployment, even in urban areas; investment incentive and labour policies favoring capital-intensive development, together with an absence of policies to support micro-activities in the "informal" or "traditional" sectors.

Low rates of saving and capital formation which make it difficult for governments to provide for adequate urban physical facilities and social services.

Low levels of nutrition, social instability and related factors which reduce the capacity of the poor to mobilize themselves to improve their conditions.

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Political conditions which limit the ability of the poor to pressure governments to provide adequate facilities and services.

Transitory immigration which limits the willingness and ability of some categories of the urban poor to invest in the urban areas in which they are temporarily settled.

PART II. PROJECT ORIENTATION

Chapter 4: Basic Objectives of Projects
Designed to Benefit the Urban
Poor

An identification of the underlying development objectives that should be the basis for project formulation -- for example:

- . Increased aggregate consumption.
- . Improvements in the distribution of consumption.
- . Improvements in the composition of consumption, with a special concern for:

Nutrition

Water supply

Sanitation

Health Services

Education

Housing

Safety

Air quality

- Increased aggregate capacity for capital formation.
- Improvements in the distribution of capital.
- Improved opportunities for social interaction.
- Social and political stability.
- Improved opportunities for the poor and disadvantaged to participate in political decisions affecting their welfare.
- Achievement of acceptably low levels of risk in development and an equitable distribution of risk.

These objectives may be given different relative importance in different countries.

PART III. IMPACT ANALYSIS

Chapter 5: The Role of Impact Analysis in Project Formulation

Definition of impact analysis.

The types of impact that are of special concern -- based on the objectives identified in Chapter 4,

for example:

Impact on the productivity of the poor.

Impact on income distribution.

Impact on the composition of consumption (nutrition, water supply, sanitation, the types of health services, sanitation, the types of health services available, the education services available, housing, safety, air quality, and environmental amenity).

Impact on the savings capacities of the poor.

Impact on the distribution of capital (land ownership, ownership of production facilities, etc.)

Impact on opportunities for social interaction.

Impact on social and political stability.

Impact on opportunities for the poor and disadvantaged to participate in political decision-making that affects their welfare.

Impact on the risks to which the poor are exposed.

The role of impact analysis in project identification, project preparation, and project appraisal

Direct and indirect impacts.

Short-term and long-term impacts

Intersectoral linkages

Dealing with uncertainty

The dynamics of impact analysis

The economics of impact analysis

PART IV: PROJECTS WITH HIGH IMPACT POTENTIAL

This part of the Guidelines will identify projects in individual sectors and multi-sector projects that can be expected to have high impact in benefitting the urban poor. The types of project identified will be based on existing evidence and experience from the sectors concerned. The types of impact that can be expected to be most important in each case will be identified. The materials will be substantive, not theoretical or methodological. Tools and techniques for impact analysis will be presented in PART V.

Chapter 6: High-Impact Projects in Manufacturing,
Trade and Commerce

(The discussions of trade and commerce will include projects concerned with food distribution in urban areas.)

Chapter 7: High-Impact Projects in Water Supply and
Sanitation

(This chapter will include a discussion of the potential for using urban wastes to augment agriculture and food production.)

Chapter 8: High-Impact Projects in Urban Health Services

Chapter 9: High-Impact Projects in Urban Education

Chapter 10: High-Impact Projects in Housing

Chapter 11: High-Impact Projects in Urban Transportation

Chapter 12: High-Impact Projects in Financing for the
Urban Poor

Chapter 13:	<u>High-Impact Projects in Participant Mobilization</u>
Chapter 14:	<u>High-Impact Projects in Urban Management</u>
Chapter 15:	<u>High-Impact Multi-Sectoral Projects</u>
Chapter 16:	<u>High-Impact Projects in Rural Areas</u>

PART V. TOOLS AND TECHNIQUES FOR IDENTIFYING LIKELY
PROJECT IMPACTS

Chapter 17: Impact Analysis Methodology

This chapter will identify tools and techniques useful to AID Mission program officers and Washington technical staff for identifying likely project impacts. These tools and techniques will be designed to be usable with the data and other limitations typically encountered in the developing areas. The chapter will include a description of basic steps in the impact-identification process together with suggested procedures for organizing and evaluating both quantitative and qualitative impact information.

C. Development Activities

The contractor will pursue the following sequence of development activities.

1. Provisionally identify and articulate the general analytical framework and guidelines for its application to specific sectors and projects, including designation by sector of categories of linkages (e.g., types of impact) for which data would be needed. Much of the substance involved in this step will derive from the contractor's internalized expertise and methodology.

2. Review the framework and guidelines and consult with AID and other donor agencies, such as the IDB and IERD.
3. Submit first milestone report which will be a draft outline of the framework and guidelines to be provided.
4. Provisionally identify specific methodologies and tools that can be used to meet the data requirements identified in steps 1 and 2 above. This step will include a review of the relevant literature.
5. Submit second milestone report which will be a list of the methodologies selected.
6. Review present AID and other agency capital development programming criteria and methods. This will include a survey of selected reports and documents on file in AID's Reference Center and the TA/UD bibliographies prepared for this project.
7. Conduct a one-day workshop to explain preliminary framework and guidelines for its application. Feedback from this workshop may be used by the contractor in completing subsequent steps.
8. Submit third milestone report which will be one (1) original and two (2) copies of the first draft of the guidelines excluding appendices.
9. Conduct a one day workshop to review the first draft of the guidelines. This workshop will be held at AID, TA/UD, Washington, D.C. with representatives from the contractor and AID in attendance. The contractor will only be responsible for payment of costs for his representatives travel to attend this workshop. The workshop will be held on July 25, 1975.
10. Mail guidelines to USAID missions in selected countries for comments and review. Revise framework of guidelines as appropriate on the basis of comments provided by AID missions and the technical office. Perform preliminary testing of guidelines in selected countries in the less developed countries.

11. Conduct a one day workshop to review the final draft of the guidelines. This workshop will be held at AID, TA/UD, Washington, D.C. with representatives from the contractor and AID in attendance. The contractor will only be responsible for payment of costs for his representatives travel to attend this workshop. The workshop will be held on 28 November 1975.

12. Finalize guidelines and final report and deliver one photo copy and ten clear reproduces of the final guidelines including appendices. The final report will be delivered on December 20, 1975.

D. References

The following references shall be made available to the Contractor:

1. Summary Report of Sector Working Groups from the TA/UD Capital Development Project Workshop, September 24, 1973. Summary reports are available on the Transport, Environmental Sanitation and Urban/Regional Sectors.
2. E.A.J. Johnson, Organization of Space in Developing (Cambridge: Harvard University Press, 1970), section, "The Politics and Economics of Energy Distribution," in Chapter 8, pp. 264-280.
3. A discussion paper entitled "Assessing the Urban Impact of Agency Capital Investment" (TA/UD, September 13, 1973).
4. An urban development policy background paper entitled "Urban Growth and Development as a Component of Agency Policy and Programs" (TA/UD, February 12, 1973).
5. "Capital Development Project: Bibliographic Sources" (TA/UD, September 24, 1973, and revised November 21, 1973).

Contract No. AID/ta-C-1107

SCHEDULE
FIXED PRICE TECHNICAL SERVICES CONTRACT

TABLE OF CONTENTS

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GENERAL PROVISIONS

The General Provisions applicable to this Contract consist of form AID 1420-42C "General Provisions Fixed Technical Services Contract," dated 7-72, which includes provisions 1 through 33; and form AID 1420-42D entitled "Additional General Provisions - Fixed Price Technical Services Contract," dated 7-72, which includes provisions 1 through 8.

ARTICLE I - STATEMENT OF WORK

A. Objective

The primary objective of this contract is to provide the basis for the consideration of the urban impact of the Agency's future projects on the transportation, power, water and sanitation, and housing sectors. The work will include the production of a field manual to be used by Agency personnel in the development, analysis and evaluation of urban-related capital projects in the developing countries, and the preparation of a plan for field testing the manual.

The basic approach outlined below represents an effort at considerable innovation over existing methods. For this reason, the extent to which quantification can be pursued and the depth to which the analysis can be developed must be determined in part during the course of the work.

B. Scope of Work

The contractor shall (1) produce the analytical framework and methodological approaches and tools for application and package them in a manual form suitable for use in field testing, and (2) develop a recommended plan for field testing, concentrating on test application to selected projects under development in participating AID field missions. The contractor will keep the AID Technical Office (TA/UD) fully apprised of any methodological problems encountered in order to facilitate mutual agreement on the overall approach to be followed.

(1) Development of Framework and Guidelines - The manual will contain:

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(a) A general analytical framework that will be useful in helping to design, implement, and evaluate capital projects by building in urban impact considerations at the pre-feasibility or feasibility stage of project development. The framework will be keyed to the transport, power, environmental sanitation, and housing sectors.

(b) Specific operational guidelines for application of the framework to these sectors, including suggested quantitative and qualitative tools and methodologies with recommendations for their practical application.

The general framework and guidelines for its application should articulate the linkages (meaning interdependence) basic to each of the four sectors. In the process of defining these linkages, the contractor's analysis should include (but not be limited to) the linkages outlined in the summary report of sector working groups from TA/UD's Capital Development Project Workshop and the TA/UD paper entitled "Assessing the Urban Impact of Agency Capital Investment".

(c) The framework and guidelines should be structured to include:

(i) Capacity to incorporate host country client group objectives, including multiple objectives.

(ii) Mechanisms for isolating and tracing the major relevant linkages between a specific project and other objectives and variables. Included should be linkages with aggregate objectives, operative at the regional and national levels; distributive objectives

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keyed to specific target groups such as the urban poor; and spatial variables, such as the rate, density, and direction of land use and development.

The quantitative and qualitative tools and methodologies will be used to produce the empirical and other analytical information required to operationalize the analytical framework. In selecting and defining these methods and proposing specific applications, the contractor will (1) take into account the full range of relevant economic, planning, and other social science tools; (2) reject any of these that are not adaptable to the differential circumstances extant in developing countries, including data and skill limitations; (3) indicate the utility of those selected to field applications of the general analytical framework; and (4) relate these to the specific sectors and linkages to which their application would be useful in the context of this project.

(2) Development of a Plan for Field Testing

The contractor will develop a plan for future field testing of the manual and carry out initial field visits in selected USAID missions in Latin America, Africa, or Asia.

Field testing will take place within a sufficient variety of circumstances to verify the practicability, flexibility, and adaptability of the analytical procedures and to indicate necessary revisions or adjustments. Optimally, this would necessitate testing in all of the major geographic regions in which AID operates and include countries

at distinctly different stages of development. In actuality, field testing will be governed also by the willingness of missions to participate and the relative stage of their capital development programming in the four sectors covered by this project.

Components of the field testing plan shall include (1) a description of the steps required; (2) a differential typology of field conditions recommended to test the flexibility of the framework and guidelines (this will be used to help select specific countries for field test locations); (3) a discussion of the kinds of expertise needed for field application; (4) criteria for verification of field tests; and (5) time and cost estimates for field testing.

C. Development Activities

The contractor will pursue the following sequence of development activities.

1. Provisionally identify and articulate the general analytical framework and guidelines for its application to specific sectors and projects, including designation by sector of categories of linkages (e.g., types of impact) for which data would be needed. Much of the substance involved in this step will derive from the contractor's internalized expertise and methodology.

2. Review the framework and guidelines and consult with:

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AID and other donor agencies, such as the IDB and IBERD.

3. Submit first milestone report which will be a draft outline of the framework and guidelines to be provided.

4. Provisionally identify specific methodologies and tools that can be used to meet the data requirements identified in steps 1 and 2 above. This step will include a review of the relevant literature.

5. Submit second milestone report which will be a list of the methodologies selected.

6. Review present AID and other agency capital development programming criteria and methods. This will include a survey of selected reports and documents on file in AID's Reference Center and the TA/UD bibliographies prepared for this project.

7. Conduct a one-day workshop to explain preliminary framework and guidelines for its application. Feedback from this workshop may be used by the contractor in completing subsequent steps.

8. Develop a questionnaire for mail survey of field missions in selected countries (tentatively 2 countries from each of AID's 3 major geographic regions selected in consultation with AID/W including a least developed and a large and small country.). The questionnaire will be designed to (1) solicit reactions to the general framework, guidelines, and methodologies proposed; (2) ascertain their completeness of coverage and feasibility of application within the host country data context; and (3) solicit recommendations for additions and refinements.

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The questionnaire may be prepared in consultation with the AID Technical Office.

9. Submit questionnaires to the AID Technical Office for analysis and application. Upon submission, AID will solicit responses from various entities and shall return the questionnaires and responses to the contractor. AID shall return the questionnaires and responses within six (6) weeks of first submission.

10. Analyze questionnaire returns and prepare a full draft of the framework, guidelines and methodologies, and of a proposed plan for field testing.

11. Submit third milestone report which will be one (1) original and two (2) copies of the manual and field test plan.

12. Visit a selected group of from three to six developing countries to review the contents of the proposed package and the plans for field testing. (Field visits would be made to countries among those responding to questionnaires above selected in consultation with AID/W.) During field visits the contractor should (a) follow up in depth on mission questionnaires, (b) obtain field reactions on practicability of the draft framework and guidelines for improving capital programming, and (c) discuss methods for field testing.

13. Revise framework and guidelines and field test plan on basis of field review (step 10), and review with AID Technical Office.

14. Submit draft final report to RA/ID.

15. Finalize framework and guidelines in manual form and the

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proposed plan for field testing and deliver in five reproducible copies.

D. References

The following references shall be made available to the Contractor:

1. Summary Report of Sector Working Groups from the TA/UD Capital Development Project Workshop, September 24, 1973. Summary reports are available on the Transport, Environmental Sanitation and Urban/Regional Sectors.
2. E.A.J. Johnson, Organization of Space in Developing (Cambridge: Harvard University Press. 1970), section, "The Politics and Economics of Energy Distribution," in Chapter 8, pp. 264-280.
3. A discussion paper entitled "Assessing the Urban Impact of Agency Capital Investment" (TA/UD, September 13, 1973).
4. An urban development policy background paper entitled "Urban Growth and Development as a Component of Agency Policy and Programs" (TA/UD, February 12, 1973):
5. "Capital Development Project: Bibliographic Sources" (TA/UD, September 24, 1973, and revised November 21, 1973).

ARTICLE II - REPORTS

The following milestone reports shall be submitted to the Agency Technical Project Officer:

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A. Milestone report No. 1 - due on or before August 24, 1974. The report, in an original and two copies, shall be a draft outline of the framework and guidelines.

B. Milestone report No. 2 - due on or before October 11, 1974. The report, in an original and two copies, shall be a list of the methodologies selected.

C. Milestone report No. 3 - due on or before January 24, 1975. The report, in an original and two copies, shall be a draft of the proposed field manual and field test plan.

Milestone reports shall be accepted, rejected, or provisionally accepted by the Technical Officer within one (1) week of submission by the Contractor and shall be used as a basis for evaluating progress and conformance to the Statement of Work.

D. Draft Final Report - due on or before March 28, 1975. The report, delivered in two copies, shall contain revisions, as necessary, of Milestone Report No. 3.

E. Final Report - due on or before May 31, 1975. The report, delivered in five reproducible copies, will contain the framework and guidelines in manual form and the proposed plan for field testing.

ARTICLE III - LOGISTIC SUPPORT AND COUNTRY TRAVEL

A. The Contractor will be responsible in consultation with AID for the selection of countries to be visited. Tentatively, they shall include a least developed, a small, and a large country. They should include, if possible, countries in at least two of the three AID major geographic areas.

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B. Prior to making any visits to Less Developed Countries (LDC's), the contractor shall review his travel plans with the Agency Technical Office (TA/UD). He will keep AID Missions in countries to be visited fully informed of any proposed visits, and request Mission advice regarding timing and content of the visit. The Mission shall be allowed participation in any visit at the option of the Mission.

C. The Contractor shall make appointments and logistics arrangements directly. Upon completion of any contract funded travel, a copy of the trip report will be provided to the Technical Office (TA/UD) Project Manager. The report format will be established jointly by the Contractor and Project Manager.

ARTICLE IV - TERM OF CONTRACT

The effective date of this contract is June 17, 1974, and the expiration date is May 31, 1975.

ARTICLE V - FIXED PRICE CONTRACT

The firm fixed price of this contract is \$50,000.00. The contractor shall be paid this total fixed price upon complete and satisfactory performance of the contract.

ARTICLE VI - PARTIAL PAYMENTS

Upon receipt of proper invoices for services rendered and accepted, the Government will make partial payments as follows:

- \$20,000 upon submission of Milestone Report No. 1
- \$12,000 upon submission of Milestone Report No. 2
- \$10,000 upon submission of questionnaire (Activity 8)

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\$10,000 upon submission of Milestone Report No. 3.

\$4,000 upon Submission of Draft Final Report.

Balance upon final acceptance of manual and test plan. •

ARTICLE VII - ALTERATIONS IN CONTRACT

Clause No. 39 of the General Provisions entitled "Listing of Employment Openings (Feb. 1972)" is deleted and the attached clause entitled "Listing of Employment Openings (Apr. 1973)" is substituted in lieu thereof.

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LISTING OF EMPLOYMENT OPENINGS (APRIL 1973)

(This clause is applicable pursuant to 41 CFR 50-250 if this contract is for \$2,500 or more.)

(a) The contractor agrees, in order to provide special emphasis to the employment of qualified disabled veterans and veterans of the Vietnam era, 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 other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be offered for listing at an appropriate local office of the State employment service system wherein the opening occurs and to provide such reports to such local office regarding employment openings and hires as may be required: Provided, That if this contract is for less than \$10,000 or if it is with a State or local government the reports set forth in paragraphs (c) and (d) are not required.

(b) 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 service 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. This 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

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any statutes, Executive orders, or regulations regarding nondiscrimination in employment.

(c) The reports required by paragraph (a) 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 establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor.

(d) Whenever the contractor becomes contractually bound by the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the contractor is contractually bound to these provisions and has so advised the State employment 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.

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

(f) This clause does 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.

(g) 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 nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. The 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.

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

Virgin Islands.

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

(4) "Openings which the contractor proposes * * * to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including 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.

(5) "Disabled veteran" means a person entitled to disability compensation under laws administered by the Veterans Administration for a disability rated at 30 percentum or more, or a person whose discharge or release from active duty was for a disability incurred or aggravated in line of duty.

(6) "Veteran of the Vietnam era" means a person (A) who (i) served on active duty with the Armed Forces for a period of more than 180 days, any part of which occurred after August 5, 1964, and was discharged or released therefrom with other than a dishonorable discharge, or (ii) was discharged or released from active duty for service-connected disability if any part of such duty was performed after

August 5, 1964, and (B) who was so discharged or released within the 48 months preceding his application for employment covered by this clause.

(h) If any disabled veteran or veteran of the Vietnam era believes that the contractor (or any first-tier subcontractor) has failed or refuses to comply with the provisions of this contract clause relating to giving special emphasis in employment to veterans, such veteran may file a complaint with the veterans' employment representative at a local State employment service office who will attempt to informally resolve the complaint and then refer the complaint with a report on the attempt to resolve the matter to the State office of the Veterans' Employment Service of the Department of Labor. Such complaint shall then be promptly referred through the Regional Manpower Administrator to the Secretary of Labor who shall investigate such complaint and shall take such action thereon as the facts and circumstances warrant consistent with the terms of this contract and the laws and regulations applicable thereto.

(i) The contractor agrees to place this clause (excluding this paragraph (i)) in any subcontract directly under this contract.