

**AWARD/CONTRACT**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATINGS **81056** PAGE OF PA **1 37**

2. CONTRACT (Proc. Inst. Ident.) NO.  
**DPE-3056-Q-00-1041-00**

3. EFFECTIVE DATE  
**See Block 20C.**

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  
**936-3056-1361279**

5. ISSUED BY  
Agency for International Development  
Office of Procurement  
Health & Population Branch, Room 1579, SA-14  
A.I.D./W Projects Division  
Washington, D.C. 20523-1430

6. ADMINISTERED BY (If other than Item 5)  
Technical Office:  
S&T/POP/FPSD

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  
**Deloitte & Touche  
Suite 350N  
1001 Pennsylvania Avenue, N.W.  
Washington, D.C. 20004-2505**

8. DELIVERY  
 FOB ORIGIN  OTHER (See block)

9. DISCOUNT FOR PROMPT PAYMENT  
**None**

DUNS NO.: **04-943-5266**  
TIN: **042103547**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:  
**See block**

11. SHIP TO/MARK FOR  
**N/A**

12. PAYMENT WILL BE MADE BY  
Agency for International Development  
Office of Financial Management  
Washington, D.C. 20523

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:  
 10 U.S.C. 2304(c)(1)  41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA  
**See Individual Delivery Orders**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	<b>REQUIREMENTS CONTRACT for Technical Assistance to increase developing country resources for family planning. To be used only in conjunction with DPE-3056-C-00-1040-00.</b>				

**Best Available Copy**

16G. TOTAL AMOUNT OF CONTRACT **\$ -0-**

**16. TABLE OF CONTENTS**

(V) SEC.	DESCRIPTION	PAGE(S)	(V) SEC.	DESCRIPTION	PAGE
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	2
X B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-4	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/SPECS./WORK STATEMENT	5-14	J	LIST OF ATTACHMENTS	
X D	PACKAGING AND MARKING	15	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	16	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	17-20	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	21	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	22-26			

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

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

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

19A. NAME AND TITLE OF SIGNER (Type or Print)  
**ROBERT J.F. McPHAIL Principal**

20A. NAME OF CONTRACTING OFFICER  
**Stephen A. Dean**

19B. NAME OF CONTRACTOR  
BY **[Signature]**  
(Signature of person authorized to sign)

19C. DATE SIGNED  
**9/27/91**

20B. UNITED STATES OF AMERICA  
BY **[Signature]**  
(Signature of Contracting Officer)

20C. DATE SIGNED  
**9/27/91**

## SECTION B - SERVICES AND PRICES

### **B.1. PURPOSE**

The purpose of this Requirements Contract is to provide USAID missions and central A.I.D. Bureaus/Offices with facilities, materials, and personnel necessary to increase developing country resources for family planning by encouraging greater private sector involvement. The increase in resources will be effected in terms of funds, services and commodities. This is a companion contract to contract number DPE-3056-C-00-1040-00 and shall only be utilized in response to requests of USAID Missions and AID Bureaus and Offices which are accepted by the S&T/POP Technical Officer. Specific services will be requested via "Delivery Orders," issued by the cognizant Contracting Officer, in accordance with the clause of this contract entitled "Ordering".

### **B.2. DELIVERY ORDER PRICES**

Delivery Orders will contain fixed daily rates for all direct labor furnished by the Contractor under the Delivery Order. Fixed daily rates shall include salaries and wages, payroll costs (fringe benefits, FICA, etc.), indirect costs, and profit, if any. In addition to fixed daily rates for direct labor, other direct costs necessary for the performance of the work such as travel and subsistence expenses, Defense Base Act (DBA) insurance premiums, pre-departure physical examinations and inoculations, and visas, may be authorized in the Delivery Order. No indirect costs or profit will be applied to other direct costs.

See B.6 for definitions.

### **B.3. FIXED DAILY RATES**

- a. The Contractor shall be paid for authorized services provided under Delivery Orders issued hereunder at fixed daily rates which shall include salaries and wages, payroll costs (fringe benefits, FICA, etc.), indirect costs, and profit, if any, computed as set forth in this paragraph B.3. and applied to direct labor days of work performed. At posts where Danger Pay allowance is granted, the fixed daily rate may include this allowance. See Section H.1.b.
- b. The length of the Contractor's overseas work day shall coincide with the work day for employees of the A.I.D. Mission. The length of the Contractor's U.S. work day

PAGE 2

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

shall be in accordance with the Contractor's established policies and practices. The fixed daily rate for a fractional part of a day shall be pro-rated. No overtime, overseas allowance, or premium pay will be paid.

- c. A fixed daily rate, not to exceed the maximum fixed daily rate established for this contract (see attached Table of Fixed Daily Rates), will be established in each Delivery Order for each individual to be furnished by the Contractor under the order. Fixed daily rates are determined by multiplying the individual's daily salary by the multiplier set forth in the contract. The daily salary is computed by dividing the individual's annual salary/compensation by 260, the standard number of work days in a year. The annual salary/compensation which will be used to determine the daily rate will be negotiated for each individual nominated for work under each Delivery Order.
- d. The fixed daily rates established in the Delivery Orders are not subject to revision.
- e. The single fixed multiplier for the term of this contract is 2.30.

**NOTE:** As used herein, the term salaries/wages shall include fees paid to individuals who are not in the Contractor's direct labor distribution base and whose compensation is reported on IRS Form 1099 rather than form W-2.

**B.4. GOVERNMENT REQUIREMENT**

This contract provides for USAID missions and AID/W Bureaus and Offices to access resources and expertise developed by and under contract number DPE-3056-C-00-1040-00. Requirements to be fulfilled under this contract are limited to services, reports and other deliverables from the Contractor which are related and complementary to, and within the scope and in furtherance of, contract number DPE-3056-C-00-1040-00.

**B.5. MAXIMUM ORDERING LIMITATION**

The Government is required to order any services within Section C. which arise from resources and expertise developed by and under Contract No. DPE-3056-C-00-1040-00. The Contractor is required to provide a minimum of 251 person-months of services, if ordered, during the contract period. Effort required during the period of the contract above that stated above may be provided, subject to agreement of both parties.

PAGE 3

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

**B.6. DEFINITIONS**

**a. Annual Salary**

The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.

**b. Daily Salary**

The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

**c. Fixed Daily Rate**

An individual's fixed daily rate is established by multiplying his/her daily salary by a "multiplier".

**d. Multiplier**

A multiplier is a factor which, when applied to an individual's direct daily salary allows the Contractor to recover various costs - payroll (FICA, fringe benefits, workers' compensation, etc.), overhead and profit or fee, if any. The multiplier set forth in B.3.e. is fixed for the life of this contract.

END OF SECTION B

PAGE 4

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

## SECTION C

### WORK STATEMENT

#### C.1. SERVICES

The purpose of this Requirements contract is to provide USAID missions and AID/W Bureaus and Offices with facilities, materials, and personnel necessary to increase developing country resources for family planning by encouraging greater private sector involvement. The increase in resources will be effected in terms of funds, services and commodities.

#### C.2. OBJECTIVES

The purpose of this contract is to increase developing country resources for family planning by encouraging greater private sector involvement. The increase in resources will be effected in terms of funds, services and commodities.

To do this, the contractor will work primarily in the areas of (1) Innovative Investments, (2) Private Health Care Providers, and (3) Employer-Provided Family Planning.

- (1) Included under the rubric of Innovative Investments are the following components: local production of contraceptives; assessing and reducing trade barriers; and financial transfer mechanisms, such as use of corporate blocked funds and debt conversions.
- (2) Encouraging and assisting Private Health Care Providers to incorporate family planning products and services into their existing health care channels is the objective of the second major area of PROFIT services. These providers include both clinicians, such as doctors, nurses and midwives, and financial providers such as insurance companies, group health and pension plans. Also included under this rubric are efforts in privatizing public services.
- (3) The third major area of service for the PROFIT contract is expansion of Employer-Provided Services. The contractor shall assist in the initial analysis, design and preliminary implementation of these services to ensure a viable service delivery program

PAGE 5

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

provided by the employer and designed to continue beyond the period of A.I.D. assistance.

**C.3. SCOPE OF WORK**

The contractor shall provide technical services (staff, labor, management) to A.I.D. Missions and Bureaus in the areas of business, marketing, and finance as they relate to for-profit ventures, to increase private, for-profit sector participation in family planning services.

**a. Project Design and Implementation**

Based on the planning visits and country assessments conducted under companion contract number DPE-3056-C-00-1040-00, the contractor shall develop and implement an integrated series of interventions in the areas of Innovative Investments, Private Health Care Providers and Employer-Provided Services, as directed by the Cognizant Technical Officer in response to requests of USAID Missions and A.I.D. Bureaus and Offices.

**(1) Innovative Investments**

The contractor shall investigate and assist in local production of contraceptives, assessing trade barriers, and transacting favorable debt conversions on behalf of local developing country organizations.

Because these are new areas for A.I.D. in the field of population, the contractor shall conduct preliminary research and analysis to determine the potential benefits of each investment or combinations of investments to contract targets. The contractor shall collect information critical for deciding where, when and how to initiate an activity including demographic and family planning specific data, but concentrating most centrally on the necessary economic and financial data. From the data collected, the contractor shall develop specific proposals, considering which initiatives have the most potential benefit for population and should be undertaken, relay those proposals to potential investors, including donors, and finance suitable activities in selected countries. The contractor may not invest in any activities undertaken under this contract.

PAGE 6

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

**(a) Local Production of Contraceptives**

**(1) The contractor shall conduct feasibility and marketing studies to investigate the possibilities of facilitating private sector contraceptive manufacture in selected developing countries. These studies should include examination of such issues as:**

**(a) Subsidies - Notwithstanding a renewed emphasis on local production, A.I.D. would continue to purchase the bulk of its commodity requirements from U.S.-based manufacturers. In certain cases, however, it is possible that A.I.D. contribution to domestic production will include the purchase of locally-produced contraceptives for a limited time period. In order to initiate production in a developing country where the market is nascent, multinational pharmaceutical companies often request a guaranteed purchase of at least some portion of the output. Such guarantees are designed to support the new manufacturing operation in its first two to three years of production. With the benefit of previous experience, A.I.D. does not wish to create a heavily protected "infant industry" which has no chance of growing up. A.I.D.'s involvement would therefore be both temporary and financially limited. The contractor shall also investigate the potential impact of local production on U.S.-based contraceptive manufacturers;**

**(b) Contraceptive supply for existing A.I.D. grantees;**

**(c) Donor coordination; and**

**(d) Quality Control, regulation and responsibility, and legal liability - Quality control proved to be a very serious issue in the manufacture of ORS sachets, which are a simple product in comparison with contraceptive commodities. Quality assurance audits can be costly and time consuming. An important component of any local production will therefore be the provision for accountability on the part of the local manufacturer, perhaps**

**PAGE 7**

**This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.**

in conjunction with the local national agency responsible for regulating drugs. In addition, the contractor shall investigate the question of A.I.D.'s legal liability for products manufactured with financial assistance from A.I.D.

(2) Based on the feasibility and market studies described above, the contractor shall develop proposals, relay them to potential investors, including donors, and upon approval by the Cognizant Technical Officer, finance suitable components of local production activities such as not locally available equipment, technical assistance, or on and off-site training. It is not anticipated that A.I.D. will finance a full-scale local production operation.

**(b) Trade Barriers & Regulatory Reform**

The availability and price of contraceptives in developing countries are closely related to the trade policies of these countries. Tariffs, quotas, indirect controls and the Standard Industrial and Trade Classifications employed for contraceptives are all elements of the trade regimes that have an impact on the quantity and price of contraceptives. The contractor shall investigate these issues in depth, focusing primarily on the selected emphasis countries.

(1) The contractor shall identify and analyze specific trade barriers for contraceptive commodities (including importation of raw materials for local products), study their impact, and work for their removal.

(2) The contractor shall investigate and analyze the regulatory framework for private providers, including taxation policies, price controls, marketing and advertising restrictions and provider certification requirements, and assist in the development of a regulatory framework that permits the expansion of private sector family planning services, both through individual clinicians and through intermediaries that might include insurance companies, prepaid plans, HMOs and other institutions.

PAGE 8

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

**(c) Financial Transfer Mechanisms**

The contractor shall transact financial transfers in debt conversion and corporate blocked funds conversion on behalf of developing country organizations in order to increase the resources devoted to family planning.

Local currencies which are generated as the result of debt conversions and/or blocked funds may be subsequently used by private sector organizations in the developing country. The contractor shall identify debt conversion opportunities where the subsequent funds could be programmed in a private sector family planning project. Debt conversions are not limited to such circumstances. Indeed, it is envisaged that the contractor will act not only to convert funds for the purposes stated above, but will also act as a central source of information on financial transfers for the Office of Population. Where appropriate conversions can be transacted, the contractor shall do so as directed by the CTO; the contractor shall conduct debt swaps from which the resultant local currencies will be donated to other Office of Population cooperating agencies for use in supporting debtor country population activities, also as directed by the CTO.

**(1) Debt Conversion**

The contractor shall:

- (a) identify advantageous debt conversion opportunities;
- (b) ascertain that the acquisition of the debt instrument identified is consistent with U.S. and multilateral economic policy and A.I.D. programmatic priorities;
- (c) negotiate with the government representatives of the debtor country to reach an agreement on terms, conditions and schedule for the retirement of debt in exchange for local currency; and
- (d) confirm the availability and price of the

PAGE 9

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

debt instrument on the secondary commercial market,

(e) prepare a proposal for A.I.D. approval outlining the following:

- the objectives, confirmed by the designated local beneficiary and the participating cooperating agency, if applicable, of the in-country development activities;
- the expected role of debt exchange in financing these projects;
- the availability of debt for purchase;
- the willingness of the debtor country government to provide local currency in exchange for retirement of the debt; and
- a plan for use of the local currency generated to meet project objectives.

All debt conversion activities will be conducted in accordance with the Debt for Development Initiative guidelines published by A.I.D. in February, 1989 and amended in March, 1990.

## (2) Blocked Funds

In a number of LDCs, multinational corporations have large amounts of blocked funds, profits which they cannot repatriate. These funds are generally held in bank accounts at low rates of taxable interest; it may appeal to some of the larger companies to donate them to a charitable cause in the host country and claim a deduction in their country of origin. In an environment where family planning has active government support, population related institutions would be possible recipients of corporate donations of blocked funds. In Zimbabwe, for example, it is estimated that there are approximately \$350 million worth of profits held in special blocked funds accounts.

Worldwide, it is estimated that there are up to \$200 billion of corporate blocked funds, \$19 billion in

PAGE 10

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

Nigeria alone. In addition to outright donations, possibilities exist for multinationals operating abroad to offer to interested parties preferential exchange rates for their local currencies. For example, the Coca-Cola Company in Mexico may have very large sums of Mexican currency which it cannot repatriate, and which it would sell for foreign exchange at a discounted price to a party in need of that local currency.

The contractor shall investigate the opportunities presented by corporate donation of blocked funds and/or discount sales of such local currencies in countries of project activity; and pursue appropriate venues. Only transactions that are legal, and approved by the local central bank and USAID Mission, will be undertaken.

**(3) Mixed Credits**

The contractor shall investigate the possible provision of mixed credits through the Export-Import Bank to private U.S. companies for population related investments, most notably in the area of local production of contraceptives. Recently, A.I.D. provided support to AT&T, which was assisted by the Export-Import Bank in its bid to supply to the Government of Indonesia an advanced telecommunications package. This package would provide Indonesia with a sound and badly needed infrastructure, doubling the number of trunk lines in a country with fewer phones per capita than China. The contractor shall identify meaningful opportunities for mixed credit interventions, and act in those transactions as a broker.

**(2) Private Health Care Providers**

The contractor shall encourage and assist potential Private Health Care Providers to integrate the provision of family planning products and services into their existing programs. Target areas include the following health care markets that exist in developing countries.

-Transition to privatization;

-Health care personnel, such as doctors, nurses and midwives; and

PAGE 11

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

-Financial providers, such as insurance companies, group health plans and pension plans.

(a) For each emphasis country, the contractor shall identify the relative market share of each category of service providers, e.g., public and private providers, organized industries, HMO schemes, etc., and analyze who is served.

(b) Within the framework of this information, the contractor shall identify opportunities for working with specific commercial providers and develop subcontracts based on consideration of the following criteria:

- the potential of the provider for creating or expanding the market for quality family planning services;
- the potential of the provider to sustain and institutionalize family planning services of significant scope initiated under this contract;
- the potential of the provider to influence wider associations or networks to similarly adopt or expand family planning services; and
- the willingness of the provider to accept a share of financial risk in order to initiate the services.

(c) The contractor shall provide technical assistance to include family planning in private health care provision and where appropriate, provide some venture capital and in-country start-up costs for privatization efforts.

(d) The contractor shall work through medical and professional associations to increase awareness among private health care providers, of the potential demand and resultant increased revenues from provision of family planning service delivery.

**(3) Employer Provided Services**

The contractor shall provide technical assistance to employers, including multinational corporations, and other private sector institutions that fill the role of

PAGE 12

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

12

health care provider sometimes assumed by employers (ie. labor unions, employers' associations or workers' associations) to analyze, design and implement family planning services.

- (a) For each emphasis country, the contractor shall gather aggregate data on total recorded employment by sector and use this data to target critical sectors and industries for investment in family planning services for their employees. When targetting the for-profit companies, the following selection criteria should be used:
- (1) the potential to provide safe, acceptable services to the greatest number of people;
  - (2) the ability to pay for family planning services;
  - (3) the potential to serve as an example and induce other companies to introduce or expand family planning services;
  - (4) the existence of employee benefit programs;
  - (5) potential for the company's future growth in employment;
  - (6) location
  - (7) type of ownership; and
  - (8) age, gender and income distribution of the employees.
- (b) Upon approval of the CTO, the contractor shall provide these targeted entities with technical assistance, training, where needed, and a certain amount of start up costs for family planning services.

#### **C.4 CATEGORIES OF SPECIALISTS**

The following is a list of the essential functional labor specialties which represent the Government's minimum personnel requirements for this contract. The Contractor must provide qualified personnel in all of the essential functional labor

PAGE 13

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

specialties. It is possible that one individual will have skills in more than one specialty.

Trade & Investment Specialists  
Commercial Banking Specialists  
Marketing Specialists  
Pharmaceutical Manufacturing Specialists  
Statisticians  
Enumerators/Survey Research Specialists  
Evaluation Specialists  
Contraceptive Quality Assurance Specialists  
Materials Engineers  
Physicians  
Pharmacists  
Quality Control Specialists  
Procurement Specialists  
Trainers  
Managerial Specialists  
Financial Specialists  
Economists  
Development Specialists  
Family Planning/Public Health Specialists  
Demographers  
Logistics Planners  
Program Specialists  
Computer Analysts  
Computer Programmers  
Mass Media Experts  
Editors  
Translators  
Program Planners  
Information Specialists  
Contract Specialists

As set forth herein, these specialists are intended for use in providing technical assistance in developing countries. Clerical and secretarial support which is equivalent to two days or less shall be recovered through the fixed multiplier set forth in Section B. Clerical and secretarial support in excess of this amount may be negotiated into delivery orders as "other direct costs". This list is not intended to supplement or modify home office core support. Labor categories not specified above will not be negotiated into delivery orders as burdened labor costs.

END OF SECTION C

PAGE 14

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

**SECTION D -PACKAGING AND MARKING**

- D.1. Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor shall include at a minimum, the Project Name, the Project Number, and the Contract Number. The project/activity number and title associated with the source of funds shall also be specified.**
- D.2. Unless otherwise specified in a delivery order, any commodities purchased and shipped by the Contractor under a delivery order shall be in accordance with the supplier's standard export packaging.**

**END OF SECTION D**

**Best Available Copy**

**PAGE 15**

**This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.**

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 RESPONSIBLE OFFICIAL**

Inspection and acceptance of all services and supplies required hereunder shall be made only by the S&T/POP Technical Officer or his/her designee. Officials in USAID missions and/or other A.I.D. offices will serve in an advisory capacity. Inspection and acceptance of services and supplies by the S&T/POP Technical Officer shall form the basis for payments to the Contractor.

**E.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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

**Federal Acquisition Regulation (48 CFR Chapter 1) Clauses**

52.246-6 Inspection - Time and Material and Labor Hour (Jan 1986)

END OF SECTION E

PAGE 16

This Contract is to be utilized only in  
conjunction with contract number DPE-3056-C-00-1040-00.

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1. PERIOD OF CONTRACT**

The effective date of this contract is the date of the Contracting Officer's signature on the cover page, and the estimated completion date is five years thereafter.

**F.2. ORDERING**

- a. The following FAR clause applies to this contract and is given in its entirety:

**52.216-18 Ordering (APR 1984)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals or activities designated in the schedule. Such orders may be issued from the effective date through the estimated completion date.
- (b) All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control.
- (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.
- b. The authorized ordering activity includes contracting offices located in AID/W, Office of Procurement.
- c. Delivery Order prices will be negotiated based on a written proposal from the Contractor which contains the following information:
1. A proposed time schedule for completion of the work;
  2. A Contract Pricing Proposal Cover Sheet (SF1411);
  3. Biographical data (AID Form 1420-17) for proposed personnel, containing salary history for the prior three years. (Bio-data must be properly certified and signed by both the employee and the Contractor.);
  4. A certification of salary for all proposed personnel;

PAGE 17

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

17

5. Conflicts of Interest Representations;
  6. A certification that no A.I.D. employee has recommended the use of an individual under the proposed Delivery Order who was not initially identified by the Contractor's organization.
  7. Proposed other direct costs, e.g., travel, per diem, etc. which are considered necessary for completion of work under the order and sufficient information to establish the basis for the estimate of such costs.
- d. Each Delivery Order shall specify:
1. The work to be performed by the Contractor;
  2. The time and place(s) of performance;
  3. An effective date and a completion date of the delivery order;
  4. The number of work days ordered for each functional labor category of Contractor furnished personnel;
  5. The fixed daily rate for each authorized specialist;
  6. A ceiling price which shall constitute the maximum obligation of the Government to the Contractor for performance of the Delivery Order;
  7. Government furnished property and logistical support, if any, to be furnished to the Contractor, or the alternative means of obtaining same; and
  8. Authorized work week, language and other requirements.
  9. No equipment may be purchased under Delivery Orders without specific authorization from the Contracting Officer.
  10. Funds contained in contract number DPE-3056-C-00-1040-00 may, from time to time, be utilized for services rendered under this contract. FUNDS CONTAINED IN DPE-3056-C-00-1040-00 MAY NOT BE UTILIZED WITHOUT SPECIFIC AUTHORIZATION AS SET FORTH IN INDIVIDUAL DELIVERY ORDERS.

PAGE 18

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

181

**F.3. TECHNICAL DIRECTIONS/RELATIONSHIP WITH A.I.D.**

Performance of work under each Delivery Order will be under the technical direction of the S&T/POP Technical Officer specified in this contract. A.I.D. reserves the right to change the Technical Officer during the course of the order/contract and will notify the Contractor of any new designation. The designated Technical Officer (or his/her successor) shall provide guidance to the Contractor for the services required under the Delivery Order, fill in details, suggest possible lines of inquiry or otherwise facilitate completion of the work. Such guidance must be within the terms of this contract and the delivery order and shall not change or modify them in any way except as provided for in Section F.4.

**F.4. PERFORMANCE OF DELIVERY ORDERS**

- a. The Contractor shall, upon receipt of the fully executed Delivery Order, promptly commence the work specified therein. It is anticipated that there will be very short notice of requirements for services under this contract and the Contractor's prompt response is required.
- b. SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE S&T/POP TECHNICAL OFFICER, THE CONTRACTOR MAY BE AUTHORIZED TO EXTEND THE ESTIMATED COMPLETION DATE OF A DELIVERY ORDER PROVIDED THAT SUCH EXTENSION DOES NOT CAUSE THE ELAPSED TIME FOR COMPLETION OF THE WORK, INCLUDING THE FURNISHING OF ALL DELIVERABLES, TO EXTEND BEYOND 30 CALENDAR DAYS FROM THE ORIGINAL ESTIMATED COMPLETION DATE IN THE DELIVERY ORDER. THE CONTRACTOR MUST ATTACH A COPY OF THE S&T/POP TECHNICAL OFFICER'S APPROVAL FOR ANY EXTENSION OF THE TERM OF A DELIVERY ORDER TO THE FINAL VOUCHER SUBMITTED FOR PAYMENT.

It is the Contractor's responsibility to ensure that Technical Officer-approved adjustments to the original estimated completion date do not result in costs which exceed the ceiling price of the Delivery Order. Under no circumstances shall such Technical Officer-approved adjustments authorize the Contractor to be paid any sum in excess of the ceiling price.

Proposed adjustment to the period of performance of a Delivery Order which would cause the elapsed time for completion of the work to exceed 30 calendar days beyond the original estimated completion date must be approved IN WRITING, IN ADVANCE BY THE CONTRACTING OFFICER.

- c. Subject to the prior written approval of the S&T/POP Technical

PAGE 19

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

Officer, the Contractor may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in a Delivery Order.

The Contractor shall attach a copy of the S&T/POP Technical Officer's approval to the voucher submitted for payment.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT TECHNICAL OFFICER-APPROVED ADJUSTMENTS TO THE WORK DAYS ORDERED FOR EACH FUNCTIONAL POSITION DO NOT RESULT IN COSTS WHICH EXCEED THE CEILING PRICE OF THE DELIVERY ORDER. UNDER NO CIRCUMSTANCES SHALL SUCH TECHNICAL OFFICER-APPROVED ADJUSTMENT AUTHORIZE THE CONTRACTOR TO BE PAID ANY SUM IN EXCESS OF THE CEILING PRICE.

**F.5. REPORTS**

- a. General status reports covering services provided under delivery orders shall be included in reporting requirements contained in the companion contract, number DPE-3056-C-00-1040-00.
- b. Specific reports to be prepared under delivery orders, will be specified therein. All such reports shall bear the name of the Contractor, the contract and delivery order numbers, and shall be prepared in the English language unless otherwise specified.
- c. Two copies of all reports required under Delivery Orders shall be submitted to the Center for Development Information and Evaluation, Bureau for Program and Policy Coordination (PPC/CDIE/DI), Agency for International Development, Washington, D.C., 20523. The title page of each report shall include the contract, delivery order, and project numbers.

**F.6. 52.252-02 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)**

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clause

52.212-13 Stop Work Order (AUG 1989)

END OF SECTION F

PAGE 20

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1. ADMINISTRATION**

Technical Officer: S&T/POP/FPSD, J. Adams  
Contracting Officer: MS/OP/W/HP, S. Dean

**G.2. PAYMENT OFFICE**

The payment office for delivery orders awarded hereunder will be set forth therein. Mission funded delivery orders will be paid by the funding Mission.

**G.3. CONTRACTOR'S PAYMENT OFFICE**

Payments will be made to the Contractor at the address shown on the cover page.

END OF SECTION G

PAGE 21

This Contract is to be utilized only in  
conjunction with contract number DPE-3056-C-00-1040-00.

- 71

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1. PERSONNEL COMPENSATION

- a. Unless approved in writing in advance by the Contracting Officer, salaries for work performed under Delivery Orders issued pursuant to this contract shall not exceed the lesser of the prevailing maximum payable salary rate for a Foreign Service Officer Class FS-1 as established in the payment schedule of the Uniform State AID/USIA Regulations, or the maximum daily rate set forth in the Delivery Order.
- b. Section 2311 of the Foreign Service Act of 1980, 5 U.S.C. 5928, and Executive Order 12292 authorizes Danger Pay Allowance for U.S. direct-hire employees. When performance of a Delivery Order will be at a post where civil insurrection, civil war, or warlike conditions exist, this allowance will be granted to Contractor employees and authorized consultants on the same basis as is determined for U.S. direct-hire employees.

### H.2. AUTHORIZED WORK WEEK/DAY

- a. Each Delivery Order will specify the length of the authorized work week for performing the required services (5 or 6 days). Regardless of the length of the work week, no overtime or premium pay will be authorized or paid.
- b. "Direct labor" for the purposes of this contract shall include, in addition to direct time spent in performing services, time actually spent in authorized travel necessary in connection with duties directly related to work under a Delivery Order. In no event, however, will payment be made for any travel time in excess of the time required for travel by the most direct and expeditious route as determined by AID in its sole discretion.

### H.3. RESTRICTIONS DURING DELIVERY ORDER PERFORMANCE AND ON WORK RESULTING THEREFROM

- a. The personnel specified in each Delivery Order will be considered essential to the work being performed thereunder. Prior to diverting any of these individuals to other duties, 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 Delivery Order. No diversion of personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. AID will not pay for

PAGE 22

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

22

repatriation or fielding costs of departing or replacement personnel, respectively, without prior written approval by the Contracting Officer.

- b. The Contractor and its personnel may be declared ineligible to participate in subsequent AID contracts related to its Delivery Orders, if necessary, to preclude an organizational conflict of interest. Such restrictions, if any, will be specified in individual Delivery Orders.

**H.4. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002) AND "PERSONNEL" (AIDAR 752.7027)**

- a. In accordance with each of the above clauses of this contract, whereunder all international travel funded by Delivery Orders under this contract requires the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the S&T/POP Technical Officer prior to their assignment abroad. Such concurrence must be within the terms of this contract, is subject to availability of funds, and shall not be construed as authorization to increase the ceiling amount of the Delivery Order, or the amount obligated, whichever is less, which are subject to the clauses of this contract entitled "Limitation of Funds" (FAR 52.232.22) A copy of each concurrence issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.

All travel (international and domestic) by the Contractor's home office staff and consultants must be approved in advance by the S&T/POP Technical Officer, and is subject to the prior concurrence of the relevant A.I.D. field missions. Travel by Country Representatives should be arranged directly with the relevant field missions. Use of approved blanket travel concurrence is encouraged and should be negotiated between the Contractor and the relevant field missions. Host country institutions will not be expected to provide logistical support services to the Contractor's personnel or cooperators, except as may be mutually agreed in advance for collaboration purposes.

After approval of the proposed international travel, the Contractor shall provide the USAID Mission, with a copy to the

PAGE 23

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

S&T/POP Technical Officer, of the arrival date and time and flight identification of A.I.D. financed travellers.

- b. Notwithstanding any other provision of this contract, if any of the personnel utilized hereunder are discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the assignment of substitute personnel therefore shall not be an allowable cost under this contract. Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the Cooperating Country or of A.I.D., the continued existence of conflict of interest after advice that such conflict exists, or general behavior unbecoming a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled "Personnel" [AIDAR 752.7027]). Inexcusable nonperformance shall be defined as unauthorized absences or failure to undertake and/or complete assigned tasks which are within the scope of this contract, when such absences or failures are within the control of the individual.

#### H.5. DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to the clause of this contract entitled "Insurance - Worker's Compensation, Private Automobiles, Marine, and Air Cargo" (AIDAR 752.228-70, Alternate 70), the insurance carrier currently under contract with A.I.D. to provide DBA insurance is Insurance Company of North America; Wright & Co.; 1400 I Street, N.W.; Washington, D.C. 20005; telex 440508; telephone (202) 289-0200, or (800) 424-9801 outside the Washington area (toll-free).

#### H.6. ANNUAL SALARY INCREASES

Salary increases generally shall not be an issue under this contract. For those individuals performing services on a continuing basis in excess of one year, the annual salary increase may not exceed those provided by the Contractor's established policy and practice or 5%, whichever is less. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer. Salaries may not exceed maximum fixed daily rates set forth in individual Delivery Orders.

#### H.7. PROCUREMENT AND SUBCONTRACTING

##### a. Authorized Geographic Code

With reference to the clause of this contract entitled "Source

and Nationality Requirements for Procurement of Goods and Services" (AIDAR 752.7004), the following applies:

Each developing country for which services are specified in a Delivery Order shall be deemed to be a cooperating country for the purpose of permitting local cost financing for the activity being conducted in such country. Such activities may be undertaken in any country included in A.I.D. Geographic Code 935.

Goods and services, except for ocean shipping, financed by A.I.D. under the contract shall have their source and origin in a cooperating country or in the United States except as A.I.D. may otherwise agree in writing.

Except as A.I.D. may otherwise agree in writing, the procurement of subcontract technical services shall be financed only with citizens or firms of any country included in A.I.D. Geographic Code 935, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of their citizenship.

b. Travel and Transportation

Air travel and transportation shall be financed only on U.S. Flag Air Carriers, (A.I.D. Geographic Code 000) unless service by such carriers is unavailable (see the clauses of this contract entitled "Preference for U.S.-Flag Air Carriers" [FAR 52.247-63] and "Source and Nationality Requirements for Procurement of Goods and Services" [AIDAR 752.7004]).

Ocean shipping financed hereunder shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States (A.I.D. Geographic Code 000) (see also the clauses of this contract entitled "Preference for Privately Owned U.S.-Flag Commercial Vessels" [FAR 52.247-64] and "Source and Nationality Requirements for Procurement of Good and Services" [AIDAR 752.7004]).

Except as A.I.D. may otherwise agree, in writing, marine insurance shall be placed only with insurance companies located in the United States (A.I.D. Geographic Code 000) and authorized to do a marine insurance business in any State of the United States (see the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" [AIDAR 752.7004]).

PAGE 25

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

25

c. Subcontracting

With the exception of any subcontractors identified in the Contractor's proposal and/or best and final offer which were accepted by A.I.D. through the award of this contract, additional subcontracting by the Contractor shall comply fully with requirements set forth in FAR 52.244-3, "Subcontracts (Time-and-Material and Labor-Hour Contracts) (APR 1985)". Notwithstanding the above, it is recognized that during the performance particularly overseas, small dollar subcontracting will be required for services such as videotaping, etc. It is further recognized that subcontracting with local, host country institutions may be required for the development of subprojects and preparation of protocols. These type of activities will be permitted in accordance with applicable regulations.

H.8. MEDEVAC INSURANCE

In addition to any insurance provided under the Contractor's normal personnel policies, the Contractor shall obtain medevac insurance for all its employees and consultants working overseas, on either long-term or short-term assignments.

END OF SECTION H

PAGE 26

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

-26

SECTION I

CONTRACT CLAUSES

I.1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.252.04 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- (a) In clause "Security Requirements" (FAR 52.204-2) make the following change:

Paragraph (a) is changed to read as follows: "This clause applies to the extent that this contract involves access to classified ('Confidential', 'Secret', 'Top Secret'), or administratively controlled ('Limited Official Use') information."

- (b) In clause "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-8) add the following paragraph:

"AID small business provision. To permit AID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (OSDBU), AID, Washington, D.C. 20523-1414, at least 45 days prior to placing any order in excess of \$25,000, except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained."

- (c) In clause "Workers' Compensation and War-Hazard Insurance Overseas" (FAR 52.228-3) add the following:

"(a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between AID and AID's DBA insurance carrier unless the

PAGE 27

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

Contractor has a DBA self insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.

(b) If AID or the Contractor has secured a waiver of DBA coverage for Contractor's employees who are not citizens of, residents of, or hired in the United States, the Contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the employees native country, whichever offers greater benefits. The list of countries for which AID has secured waiver of DBA coverage is shown in AIDAR 728.305-70(a) (2) (48 CFR 728.305-70(a)(2)).

(c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the AID requirements contract."

(d) In clause entitled "Requirements" (FAR 52.216-21), fill in the blank in paragraph (f) with "one hundred twenty (120) days after the expiration date of the contract as shown in the Schedule."

(e) In clause "Insurance-Liability to Third Persons" (FAR 52.228-7) add the following paragraph:

"(h) Insurance on private automobiles. If the Contractor or any of its employees or their dependents transport or cause to be transported (whether or not at contract expense) privately owned automobiles to the Cooperating Country, or they or any of them purchase an automobile within the Cooperating Country, the Contractor agrees to make certain that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing the following minimum coverages or such other minimum coverages as may be set by the Mission Director, payable in United States dollars or its equivalent in the currency of the Cooperating Country: injury to persons, \$10,000/\$20,000; property damage, \$5,000. The premium costs for such insurance shall not be a reimbursable cost under this contract. Copies of such insurance policies shall be preserved and made available as part of the Contractor's records which are required to be preserved and made available by the "Examination of

PAGE 28

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

28

Records by the Comptroller General" and "Audit" clauses of this contract."

- (f) In clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts (FAR 52.232-7), certain terms shall be interpreted for this clause as follows:

The term "contract(s)" includes "delivery order(s)"; "hour(s)" or "hourly" may be calculated in terms of "day(s)" or "daily (8 hours)"; and "materials" include "other direct costs".

- (g) In clause "Changes-Time and Materials or Labor-Hour (FAR 52.243-3) is modified as follows:

Paragraph (a) is changed to read as follows: "The Contracting Officer may at any time, by written order, and without notice to sureties, if any, make changes within the general scope of delivery orders issued under this contract in any one or more of the following:"

Paragraph (b), delete the word "Hourly" and replace it with "Daily".

Paragraph (c) is changed to make the last sentence read: "However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the devlivery order".

- (h) In clause "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5) insert the following preceding the text of the FAR clause:

"The term "Government furnished property: wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term "government property", wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract.

PAGE 29

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

29

**Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500."**

**Reporting Requirement to be inserted following the text of the FAR clause.**

**Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to AID substantially as follows:**

**PAGE 30**

**This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.**

20

**ANNUAL REPORT OF GOVERNMENT PROPERTY  
IN CONTRACTOR'S CUSTODY  
(Name of Contractor)  
As of (End of Contract Year), 19xx**

---

	<b>Motor Vehicles</b>	<b>Furniture and furnishings--</b>	<b>Other non-expendable property</b>
		<b>Office    Living             quarters</b>	

---

- A. Value of property as of last report**
- B. Transactions during this reporting period.**
  - 1. Acquisitions (add):**
    - a. Purchased by contractor 1/
    - b. Transferred from AID 2/
    - c. Transferred from others without reimbursement 3/
  - 2. Disposals (deduct):**
    - a. Returned to AID
    - b. Transferred to AID- Contractor Purchased
    - c. Transferred to other Government agencies 3/
    - d. Other disposals 3/
- C. Value of property as of reporting date**
- D. Estimated average age of contractor held property**

<u>Years</u>	<u>Years</u>	<u>Years</u>
--------------	--------------	--------------

1/Property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

This Contract is to be utilized only in  
conjunction with contract number DPE-3056-C-00-1040-00.

-31

2/Government furnished property listed in this contract as non-expendable.

3/Explain if transactions were not processed through or otherwise authorized by AID.

### PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

### SECTION I - CONTRACT CLAUSES

#### 52.252-2 Clauses Incorporated by Reference (JUN 1988)

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

#### Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

- 52.202-1 Definitions (APR 1984)
- 52.203-1 Officials Not to Benefit (APR 1984)
- 52.203-3 Gratuities (APR 1984)
- 52.203-5 Covenant Against Contingent Fees (APR 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (JUL 1985)
- 52.203-7 Anti-Kickback Procedures (OCT 1988)
- 52.203-10 Remedies for Illegal or Improper Activity (MAY 1989)
- 52.204-2 Security Requirements (APR 1984)
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
- 52.215-1 Examination of Records by Comptroller General (APR 1984)
- 52.215-2 Audit - Negotiation (DEC 1989)
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (APR 1988)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1985)
- 52.215-26 Integrity of Unit Prices (APR 1987) Alternate I

PAGE 32

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

32

52.215-30 Facilities Capital Cost of Money (SEP 1987)  
 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)  
 52.215-33 Order of Precedence (JAN 1986)  
 52.217-7 Allowable Cost and Payment (APR 1984)  
 52.227-14 Rights in Data - General (JUN 1987)  
 52.216-21 Requirements (APR 1984)  
 52.219-8 Utilization of Small Business Concerns and Small  
 Disadvantaged Business Concerns (FEB 1990)  
 52.219-9 Small Business and Small Disadvantaged Business  
 Subcontracting Plan (JAN 1991)  
 52.219-13 Utilization of Women-Owned Small Business (AUG 1986)  
 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984)  
 52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)  
 52.222-3 Convict Labor (APR 1984)  
 52.222-26 Equal Opportunity (APR 1984)  
 52.222-29 Notification of Visa Denial (APR 1984)  
 52.222-35 Affirmative Action for Special Disabled and Vietnam Era  
 Veterans (APR 1984)  
 52.222-36 Affirmative Action for Handicapped Workers (APR 1984)  
 52.222-37 Employment Reports on Special Disabled Veterans and  
 Veterans of the Vietnam Era (JAN 1988)  
 52.223-2 Clean Air and Water (APR 1984)  
 52.223-6 Drug-Free Workplace (JUL 1990)  
 52.225-11 Certain Communist Areas (APR 1984)  
 52.225-13 Restrictions on Contracting With Sanctioned Persons  
 (MAY 1989)  
 52.227-1 Authorization and Consent (APR 1984)  
 52.227-2 Notice and Assistance Regarding Patent and Copyright  
 Infringement (APR 1984)  
 52.227-3 Patent Indemnity (APR 1984)  
 52.227-8 Reporting of Royalties (Foreign) (APR 1984)  
 52.227-9 Refund of Royalties (APR 1984)  
 52.227-10 Filing of Patent Applications-Classified Subject Matter  
 (APR 1984)  
 52.227-11 Patent Rights - Retention by the Contractor (Short  
 Form)(JUN 1989)  
 52.227-14 Rights in Data - General (JUN 1987)  
 52.228-3 Workers' Compensation Insurance (Defense Base Act)  
 (APR 1984)  
 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas  
 (APR 1984)  
 52.228-7 Insurance-Liability to Third Persons (APR 1984)  
 52.229-8 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)  
 52.230-3 Cost Accounting Standards (SEP 1987)  
 52-230-4 Administration of Cost Accounting Standards (SEP 1987)  
 52-230-5 Disclosure and Consistency of Cost Accounting Practices  
 (SEP 1987)

PAGE 33

This Contract is to be utilized only in  
 conjunction with contract number DPE-3056-C-00-1040-00.

33

- 52.232-7      **Payments under Time-and-Materials and Labor-Hour Contracts**
- 52.232-17     **Interest (APR 1984)**
- 52.232-24     **Prohibition of Assignment of Claims (JAN 1986)**
- 52.233-1      **Disputes (April 1984) - Alternate I (APR 1984)**
- 52.233-3      **Protest After Award - Alternate I (AUG 1989)**
- 52.237-2      **Protection of Government Buildings, Equipment and Vegetation (APR 1984)**
- 52.243-3      **Changes-Time and Materials or Labor-Hour (AUG 1987)**
- 52.243-7      **Notification of Changes (APR 1984)**
- 52.244-3      **Subcontracts (Time and Materials and Labor Hour Contracts) (APR 1985)**
- 52.245-5      **Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)**
- 52.246-25     **Limitation of Liability-Services (APR 1984)**
- 52.247-63     **Preference for U.S. Air Flag Carriers (APR 1984)**
- 52.247-64     **Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)**
- 52.249-6      **Termination (Cost Reimbursement) (MAY 1986)**
- 52.249-14     **Excusable Delays (April 1984)**

**Agency for International Development Acquisition Regulation (48 CFR Chapter 7) Clauses**

- 752.202  
  Alt. 70      **AID Definitions Clause -- General Supplement for Use in all AID Contracts (JAN 1990)**
- 752.202  
  Alt. 72      **AID Definitions Clause -- Supplement for AID Contracts Involving Performance Overseas ((DEC 1986)**
- 752.226-2     **Subcontracting with Disadvantaged Enterprises (JUL 1990)**
- 752.245-71   **Title to and Care of Property (APR 1984)**
- 752.7001      **Biographical Data (DEC 1988)**
- 752.7002      **Travel and Transportation (JAN 1990)**
- 752.7003      **Documentation for Payment (APR 1984)**
- 752.7004      **Source and Nationality Requirements (APR 1989)**
- 752.7005      **Language, Weights, and Measures (APR 1984)**
- 752.7006      **Notices (APR 1984)**
- 752.7007      **Personnel Compensation (AUG 1984)**
- 752.7008      **Use of Government Facilities or Personnel (APR 1984)**
- 752.7009      **Marking (APR 1984)**
- 752.7010      **Conversion of U.S. Dollars to Local Currency (APR 1984)**
- 752.7011      **Orientation and Language Training (APR 1984)**
- 752.7013      **Contractor-Mission Relationships (OCT 1989)**
- 752.7014      **Notice of Changes in Travel Regulations (JAN 1990)**
- 752.7015      **Use of Pouch Facilities (APR 1984)**
- 752.7016      **Family Planning and Population Assistance Activities (AUG 1986)**

This Contract is to be utilized only in conjunction with contract number DPE-3056-C-00-1040-00.

24

752.7017 Local Cost Financing With U.S. Dollars (APR 1984)  
752.7025 Approvals (APR 1984)  
752.7026 Reports (OCT 1989)  
752.7027 Personnel (DEC 1984)  
752.7028 Differentials and Allowances (DEC 1988)  
752.7029 Post Privileges (DEC 1990)  
752.7030 Inspection Trips by Contractor's Officers and Executives  
(APR 1984)  
752.7031 Leave and Holidays (OCT 1989)  
752.7032 International Travel Approval and Notification  
Requirements (JAN 1990)  
752.7033 Physical Fitness (DEC 1990)

END OF SECTION I

PAGE 35

This Contract is to be utilized only in  
conjunction with contract number DPE-3056-C-00-1040-00.

35

TABLE OF FIXED DAILY RATES

<u>Category of Specialist</u>	<u>Maximum Daily Salary</u>	<u>Fixed Multiplier</u>	<u>Fixed Daily Rate</u>
1.Trade & Investment Specialists	\$373.16	2.30	\$858
2.Commercial Banking Specialists	\$373.16		\$858
3.Marketing Specialists	\$373.16		\$858
4.Pharmaceutical Manufacturing Specialists	\$312.36		\$718
5.Statisticians	\$281.97		\$648
6.Enumerators/Survey Research Specialists	\$238.42		\$548
7.Evaluation Specialists	\$315.65		\$726
8.Contraceptive Quality Assurance Specialists	\$274.44		\$631
9.Materials Engineers	\$233.75		\$538
10.Physicians	\$362.82		\$834
11.Pharmacists	\$307.69		\$708
12.Quality Control Specialists	\$274.44		\$631
13.Procurement Specialists	\$328.92		\$757
14.Trainers	\$159.23		\$366
15.Managerial Specialists	\$373.16		\$858
16.Financial Specialists	\$373.16		\$858
17.Economists	\$240.52		\$553
18.Development Specialists	\$355.71		\$818
19.Family Planning/Public Health Specialists	\$224.87		\$517
20.Demographers	\$195.20		\$449
21.Logistics Planners	\$355.89		\$819
22.Program Specialists	\$245.53		\$565
23.Computer Analysts	\$311.70		\$717

276

24. Computer Programmers	\$247.78	\$570
25. Mass Media Experts	\$147.08	\$338
26. Editors	\$186.53	\$429
27. Translators	\$152.73	\$351
28. Program Planners	\$115.47	\$266
29. Information Specialists	\$270.47	\$622
30. Contract Specialists	\$168.30	\$387

This Contract is to be utilized only in  
conjunction with contract number DPE-3056-C-00-1040-00.

AGENCY FOR INTERNATIONAL DEVELOPMENT

PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES

1361279

Original or Amendment No. 2

4. Project/Activity No. and Title  
Promoting Financial Investments and Transfers Project (PROFIT) (936-3056)

DOC TYPE: RFP Doc. # 0050

DISTRIBUTION

6. Appropriation Symbol: 72-1111021.4

8. Budget Plan Code: DDEA-91-13600-IG11/144-36-099-01-81-11

7. Obligation Status:  Administrative Reservation  Implementing Document

9. Authorized Agent: MS/OP/W/BP

10. This PIO/T is in full conformance with PRO/AG No. AA/S&T Date 3/1/91

11a. Type of Action and Governing AID Handbook:  AID Contract (48 148)  AID Grant or Cooperative Agreement (48 13)  PASA/RSSA (48 12)  Other

11b. Contract/Grant/Cooperative Agreement/ PASA/RSSA Reference Number (if this is an Amendment)

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. \_\_\_\_\_)

Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
					8,200,000
	B. U.S.-Owned Local Currency				

13. Mission References

14a. Instructions to Authorized Agent

Request that you issue a Request for Proposal (RPP) in order to negotiate a five-year competitive contract for the services contained in the attached scope of work. Work should begin NLT 9/30/91 and continue to 10/30/96. The funds in this PIO/T cover the first 12 months of the contract. A detailed budget is attached.

*CN required; will advise when funds can be obligated*

14b. Address of Issuing Office: Agency for International Development, FM/CHD/DCB, Rm. 700, SA-2, Washington, D.C. 20523

15. Clearances - include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.	Phone No.	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.	Date
	S&T/POP/FPSD: JAdams		
C. S&T/POP/FPSD: DLiberti	Date	D. Funds for the services requested are available.	Date
	S&T/POP/OCS: K Kosar		
E. S&T/POP: DGillespie	Date	F. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to.	Date
	S&T/PO: LThompson		
Signature: N/A Date: _____		Signature: Elizabeth P. Roche Date: 3/29/91	
Title: _____		Title: Elizabeth P. Roche, Chief, S&T/POP/1	

\*See HB 1, Sup. A, App. C, Art. 8, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action.

Best Available Copy

OFFICE OF FINANCIAL MANAGEMENT  
 FUNDS RESERVED BY  
 12 Add 8000  
 3-29-91  
 PPA/PM/A/PNP