

PCBB0 857

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

2. CONTRACT (Proc. Inst. Ident.) NO. 620-0001-C-00-9001-00 3. EFFECTIVE DATE 14 October 1988 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 698-0462-3-70003- Amdt #1

5. ISSUED BY Procurement Division REDSO/WCA c/o American Embassy 01 BP 1712 Abidjan 01, Cote d'Ivoire 6. ADMINISTERED BY (If other than Item 5) Same as Block 5

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) The Johns Hopkins University Institute for International Programs School of Hygiene and Public Health Baltimore, MD 21205 8. DELIVERY N/A 9. DISCOUNT FOR PROMPT PAYMENT N/A

DUNS No. 00-191-0777 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: Block 12

11. SHIP TO/MARK FOR CODE FACILITY CODE See Section F 12. PAYMENT WILL BE MADE BY CODE PFM/FM/PAFD Washington, DC 20523

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: N/A 14. ACCOUNTING AND APPROPRIATION DATA 72-1171021 K720003 GPPA-87-21620-KG12

Table with 5 columns: 15A. ITEM NO., 15B. SUPPLIES/SERVICES, 15C. QUANTITY, 15D. UNIT, 15E. UNIT PRICE, 15F. AMOUNT. Content: See Section C

15G. TOTAL AMOUNT OF CONTRACT \$2,444,936

16. TABLE OF CONTENTS

Table with 4 columns: W, SEC, DESCRIPTION, PAGE(S). Rows include Part I - The Schedule, Part II - Contract Clauses, Part III - List of Documents, Exhibits and Other Attachments, and Part IV - Representations and Instructions.

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 6 copies to issuing office.) 18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number ...

19A. NAME AND TITLE OF SIGNER (Type or print) Andrew A. Sorensen, Ph.D. Associate Dean for Academic Affairs 20A. NAME OF CONTRACTING OFFICER Mary Reynolds Contracting Officer

19B. NAME OF CONTRACTOR 19C. DATE SIGNED 10/30/88 20B. UNITED STATES OF AMERICA 20C. DATE SIGNED 13 October 1988

SECTION B

SERVICES AND COSTS

1. SERVICES

For the period specified in Section F of this contract, the contractor shall provide the services described in Sections C, F, and H of this contract, for the estimated cost and fixed fee shown below.

2. ESTIMATED CONTRACT COST AND FINANCING

A. The total estimated cost for performance of the work specified in this contract is \$2,444,936.

B. The amount of funds currently obligated to this contract for performance hereunder is \$1,654,000. This amount is anticipated to be sufficient through 31 March 1991. The contractor shall not exceed this amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22). (See Section I of this contract). Subject to the availability of funds an additional amount of \$790,936 will be obligated to the contract, bringing the total amount of obligated funds to \$2,444,936.

3. BUDGET

A. The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost. Without the prior written approval of the Contracting Officer, the contractor may not exceed the total estimated cost set forth in the budget hereunder or the obligated amount (see part 2 above), whichever is less. Without the prior written approval of the cognizant A.I.D. Contracting Officer, the contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than fifteen (15) percent of such line item, except for indirect costs (e.g. overhead, G&A), which are governed by part 4 below.

B.

Itemized Budget
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<u>Category</u>	<u>Budget Amount</u>
Salaries and Wages	\$ 545,253
Fringe Benefits	130,861
Consultants	73,000
Travel, Transportation & Per Diem	404,433
Supplies/Equip	25,000
Other Direct Costs	72,250
Subcontract(s)	823,400
Overhead	<u>370,739</u>
TOTAL ESTIMATED COST	<u>\$2,444,936</u>

NOTE: The inclusion of a dollar amount for subcontract(s) and/or consultants in the above budget does not obviate the requirements of the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02), or Part 4(a)(5) of Section H of this contract for prior written approval by the A.I.D. official indicated therein.

C. The contractor also agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

4. ESTABLISHMENT OF INDIRECT COST RATES

An indirect cost rate or rates shall be established for each of the contractor's accounting periods which apply to this contract. Pending establishment of revised predetermined or final indirect cost rates for each of the contractor's accounting periods which apply to this contract, payments on account of allowable indirect costs shall be made on the basis of the following negotiated predetermined rate(s) applied to the base which is set forth below:

<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Overhead	30%	modified total direct costs excluding subcontracts and equipment

The contractor shall make no change in his established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

5. COSTS REIMBURSABLE AND LOGISTIC SUPPORT TO THE CONTRACTOR

A. United States Dollar Cost - Reimbursement of United States dollar costs incurred under this contract shall be paid to the contractor as described in the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Payment" (AIDAR 752.7003, Alternates 70 and 71), and shall be limited to reasonable, allocable, and necessary costs determined in accordance with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7).

B. Logistic Support - The following logistic support will be supplied to the contractor through an administrative/logistics contractor. No logistic support will be provided by the A.I.D. Affairs Office (AAO/Lagos) or the U.S. Embassy (except for first class pouch).

- (1) Office Space
- (2) Office Equipment
- (3) Transportation within Lagos
- (4) Official Vehicles
- (5) Through the US Embassy use of First Class Mail Pouch for U.S. citizens and U.S. Resident Aliens (for mail weighing less than one (1) pound for personal mail
- (6) Interpreter/Secretarial Services
- (7) Travel Arrangements in Cooperating Country

End of SECTION B

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SECTION C

STATEMENT OF WORK

1. BACKGROUND

The Family Health Initiatives-Nigeria Project was designed jointly by the Federal Military Government of Nigeria (FMG) and A.I.D. in the spring of 1987 with the long-term sectoral goal of strengthening Nigerian integrated health care services available through private and public channels. To this end, the project purpose is to increase the acceptability and availability of integrated family planning services as a part of primary health care in both the public and private sectors throughout Nigeria. The project emphasizes child spacing as a key factor in reducing infant and maternal mortality. It also assists the FMG in establishing a Nigerian-managed health care system in which family planning services are a firmly integrated and essential element.

By December 31, 1992, after five years of project implementation, it is expected that there will be a broad political and social constituency supportive of family planning policies and programs, that there will be significant attitudinal changes favoring smaller family norms, and that 80 percent of the population aged 15-44 will be aware of modern contraception and its benefits, and that family planning information and services will be widely available at reasonable cost through both the private and public sectors. This will result in an increase in the nationwide contraceptive prevalence rate from the 1987-estimated figure of between 4 and 5 percent to 12 percent, or approximately 2.5 million users. Seventy percent of these users will be served by the private sector through more than 12,000 service outlets. Thirty percent will be served by the public sector through a combination of 3,600 hospitals, maternities, health centers, and dispensaries. Management systems and service delivery capabilities in both the public and private sectors will be in place to plan, execute, and evaluate family planning service activities.

Sustainability of family planning awareness and acceptance, growth of the nationwide contraceptive prevalence rate, and continued integration of family planning into primary health care services reasonably can be expected as a result of this project's extensive training effort. More than 12,000 individuals in both the private and public sectors will be trained, including: public sector administrative, clinical, and educational personnel in planning, implementing, and evaluating clinic-based family planning services; private and public physicians, nurses and midwives in providing information as well as clinical and non-clinical methods; pharmaceutical personnel and private sector vendors in providing basic contraceptive information and products; community, social, and religious leaders in the promotion of smaller family norms and of modern contraceptive method use; and, teacher-college and urban secondary school instructors in the integration of family life education into their customary curricula.

The above-summarized end-of-project status indicators will be achieved by undertaking activities pursuant to four mutually supportive, interdependent components, which will be carefully coordinated to facilitate their complementarity and the timely achievement of the project purpose. These four components are:

Private Sector Service Delivery -- this component will develop, refine, implement, and expand large-scale private sector networks which provide family planning and other basic services through a variety of commercial, workplace, and community outlets, and through private maternity homes and medical facilities;

Public Sector Service Delivery -- this component will strengthen management systems and service delivery capacity to provide clinic-based family planning services in all levels of government facilities, from large teaching hospitals to basic village dispensaries, with initial programming in capital cities and other model LGA's;

Information, Education, and Communication (IEC)--this component will develop and implement mass media campaigns and other promotional efforts (including associated informative and promotional materials) to enhance the acceptability of smaller family norms and of family planning, and to provide information on available family planning options and services; and,

Policy Implementation -- this component will strengthen an already-begun indigenous planning process for implementation of the National Population Policy, with the objective of launching and supporting an effective, self-sustaining National Family Planning Program from the National through the Local Government Authority (LGA) level.

The above-mentioned four components will be implemented by four contractors, each with the specialized technical expertise required for realizing the objectives of the component for which it is responsible. In order that these four contractors can devote their full energies to the technical, substantive aspects of implementation, the project will finance a Project Administrator under a Personal Services Contract and an Administrative and Logistics Contractor. The former will be responsible for arranging, coordinating, and planning project implementation, monitoring, evaluation, and reporting activities. This individual's relation to the technical contractor is discussed in the Project Management and Reporting Sections of this Statement of Work. The administrative and logistics contractor's responsibilities are discussed in the Administrative and Logistics Management Subsection of the Project Management Section.

2. OBJECTIVES

This Statement of Work sets forth the objectives to be realized and the activities to be undertaken by the contractor responsible for implementing Policy Component. Realization of objectives particular to this component are essential to achievement of the project purpose. The contractor's primary objectives in implementing this component are:

- A. To strengthen the capacity of the public sector and encourage the private sector to develop and firmly establish family planning program policies, strategies, and action plans at the national, state, and selected LGA levels;
- B. To strengthen the indigenous planning process for coordination, expansion, and improvement of public and private sector family planning services; and,

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C. To develop positive support from influential and constituency groups for the rapid expansion of family planning services nationwide.

D. To support innovative short-term, inexpensive evaluative strategies for documenting policy and program acceptability.

3. ACTIVITIES AND OPERATIONS REQUIRED TO REALIZE OBJECTIVES

Summary - To realize these objectives, the contractor shall, over the life of the project, undertake activities and operations in the following areas:

- (A) strategic planning;
- (B) fiscal support;
- (C) constituency building;
- (D) institutional support; and,
- (E) program evaluation and feedback.

A. Strategic Planning - The contractor will strengthen the FMG's efforts to develop national, state and local capabilities, processes, and tools for strategic planning for family planning programs.

(1) Development of Strategic Planning Capacities - The contractor will provide technical assistance to key Federal Ministry of Health (FMOH) personnel and other appropriate ministries to further refine planning processes and the national planning documents (e.g., Five-Year Development Plan, National Family Planning Plan of Action). The contractor will provide technical assistance to state family planning planners in all states to evaluate state program activities, and to continually refine the state policies, action plans, and programs. In addition, the contractor will assist state and LGA staff to develop action plans to integrate family planning into primary health care service delivery at the LGA level. In this endeavor, the contractor will collaborate with the management training activity of the Public Sector Component to assure, by their joint and coordinated efforts, that all states and LGAs develop consistent action plans to integrate family planning into all levels of primary health care service delivery. Over the life of the project, the contractor will sponsor at least 13 strategic planning workshops, each of 1-2 weeks duration, for a total of 300 federal, state and LGA planners. For these workshops, the contractor will develop case study materials and will publish reports. Moreover, starting in year 2, the contractor, in collaboration with the Public Sector Component contractor, will financially support evaluation teams in all states to review policy implementation progress and to gather information to feed into the planning process.

(2) Support of Strategic Planning Process - The contractor will support financially and organize an annual strategy planning "summit" meeting for senior federal and state decision makers to review progress and update the national family planning program. Over the life of the project, the

contractor will finance travel, per diem and program costs for four of these national program reviews one of which is scheduled to be held at a university/medical center in the United States. Approximately 30 high-level participants will attend each meeting. The contractor will assist the FMOH and State Ministries of Health (SMOH) planners in establishing an agenda which will include technical updates and evaluative information to aid high-level participants in assessing program progress and devising strategies for future programming. The policy contractor will also collaborate with the three other technical component contractors to obtain evaluative results and interesting case studies for discussions at the "summit" and at State Family Planning Coordinators' Meetings. To review program progress, the participants will utilize data generated from the public sector management information system. In collaboration with the three other project contractors, the policy contractor will assemble necessary state evaluation reports and prepare case studies for review at the meeting. The contractor will transmit the results of this meeting to the National Health Council Meeting. The three other components will participate, as appropriate, in planning and execution of the "summit" conferences.

The contractor will participate with the other three technical component contractors in supporting the annual State Family Planning Coordinators' Meeting. Over the life of the project there will be five such meetings. As determined at the Annual Project Planning Meeting, the policy contractor will finance speakers and resource people for the meeting, and will prepare the aforementioned case studies or reports as appropriate.

The high-level "summit" meeting will yield a broad annual program strategy to be refined and finalized at the State Family Planning Coordinators' Meeting. The contractor will inject the final results into the FHI-II Project Planning Cycle.

To summarize the planning process, an illustrative annual calendar is shown below:

On-going	-State program evaluations -National, regional, state, and local seminars -State and LGA planning
February	-State evaluation data available
March (Year II-V)	-"summit" meeting for national program review
April	-National Health Council Meeting
June	-State Family Planning Coordinators' Annual Meeting
October	-FHI II Project Annual Planning Meeting.

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(3) Strategic Planning Tools - The contractor will provide technical assistance to the FMOH and the indigenous groups such as the National Council for Population Activities (NCPA) to adapt and utilize data from the public and private sector management information systems for policy planning purposes. The contractor will develop tools mechanism to track such topics as state and LGA family planning organizational development and delivery systems, constituency group activities, program/fiscal support, and findings from related policy activities.

B. Fiscal Planning

The contractor will work with the federal, state, and LGA levels to assure a host country commitment of regular budgetary resources to family planning, and to recover partial costs at the acceptor level in order to phase down the reliance on external donors. Focusing on cost-recovery in family planning programs, the contractor will undertake at least five simple innovative pilot studies to see how possible cost recovery systems eventually may be installed and how they affect family planning acceptance and continuation rates as well as choice of methods. Further, the contractor will adapt RAPID-type cost/benefit models of family planning for presentation to finance personnel and budget decision-makers. These models will take into account the effect of project activities on contraceptive acceptance and prevalence, for example, effect on contraceptive prevalence of charging acceptors for contraceptive products. Over the life of the project, the contractor will provide technical and financial assistance to an indigenous leadership group so that it can conduct at least 10 one-to-two day state-level cost/benefit presentations, discussions, and seminars to reach at least 200 key financial decision markers. To the extent feasible these seminars will be held concurrently with the public sector component fiscal workshops.

Early in the first project year, the contractor will commission a financial diagnostic study of existing family planning program operations in selected states. The aim of this study will be to demonstrate to LGAs how to make the case for budgetary support through application of sound fiscal management techniques and advanced budgetary and program planning techniques. The contractor will assure that the findings and recommendations of this study and any future studies are: a) published and widely distributed; b) presented and discussed at the annual "summit" and State Family Planning Coordinators' Meetings; and, c) incorporated into the curricula of the public sector component management training.

C. Constituency Building

As described in this section, the contractor will develop and strengthen basic support of key constituency groups for the national population program. The contractor will undertake activities to gain group leaders' positive endorsement of program goals, and, where possible, to enlist various interest groups into actively contributing to policy, planning, and program implementation activities.



In close coordination with the IEC component, the contractor will work with those groups with large networks of strong influence and those that might have particular positive or negative importance for policy and program development. These groups include at a minimum:

- Islamic leaders and Islamic women's groups;
- business group leaders (e.g., major industry groups;
- Chambers of Commerce, Bankers and Rotary Clubs);
- traditional rulers and traditional healers;
- medical leaders, along with other professional and special interest groups (religious groups, the legal profession) especially concerned with adolescent fertility problems;
- women's groups (e.g., National Council of Women's Societies and groups of women educators);
- labor unions; and,
- male societies and clubs.

Based on experience to date in Nigeria, the contractor will follow a process which includes: identifying the group's particular characteristics; involving group members on a continuing basis; providing means for key leaders to discuss points of concern; and, moving key leaders toward consensus and positive support. The contractor will conduct constituency building activities first at the national level, then at the state level, and finally at the local level. The contractor will develop constituency activities according to the following sequence:

- planning sessions with key leaders;
- collection of relevant background information and materials as needed to relate population issues to particular group concerns;
- seminars or workshops with group leaders to achieve consensus and plan follow-up actions;
- development of appropriate interpretive materials (in collaboration with the IEC component contractor) for wider use among similar groups; and,
- follow-up as required to support related extension activities.

Over the life of the project, the contractor will conduct or cause to be conducted: at least seven national 3-5 day workshops for a total of 420 religious leaders, traditional rulers, business leaders, local government leaders, women leaders, and planners, and traditional practitioners; at least 30 regional 2-5 day workshops for a total of 740 religious leaders, business leaders, traditional leaders, and LGA councilors; and, at least 125 state and LGA one-day seminars for a total of 1,750 religious leaders, business leaders, traditional rulers, women's groups' representatives, and LGA councilors.

D. Institutional Support

The contractor will develop, through the following described activities, public and private sector institutions which have or will have potential to effect positively population policies, strategies, and programs.

To this end, the contractor will provide technical assistance to administrative and consultative leadership groups. These include key government constituencies in federal and state line ministries, such as Education, Agriculture, and Rural Development, and Local Government Authority and the Consultative Committee on the Population Program. The contractor will provide specialized technical assistance to these designated ministries and organizations to assist them in considering: a) enhanced application of population factors in their respective planning processes; and, b) identification of concrete steps for contributing their respective sectoral perspectives and responses to the family planning program. In order to reach these critical audiences in federal and state line ministries, and in order to relate their program goals to population programming, the contractor will utilize the highly successful RAPID model including application of sector-specific models showing in greater detail the impact of rapid population growth on individual sectoral goals, and the costs and benefits of family planning which accrue by sector. After the first year, the contractor will take the RAPID model to the state and regional level for at least 20 presentations. The contractor will execute this activity through a local group, with technical and financial assistance provided by the contractor.

The contractor will provide technical assistance and financial support to non-governmental organizations such as Planned Parenthood Federation of Nigeria (PPFN) and the National Council for Population Activities (NCPA). For NCPA, the contractor will provide technical financial support to further its organizational development and to strengthen its programmatic capacity to assist in the implementation of the constituency building activities. The contractor will provide funds to NCPA for staff positions, operational costs, and approved program activities. For PPFN, the contractor will provide small subcontracts and technical assistance to assist the PPFN in carrying out its on-going policy development program in four states per year starting in year 2.

In addition, the contractor will provide a limited number (10-12) of short international study tour fellowships to strengthen the orientation and commitment of administrative and consultative group members representing important sectoral areas.

E. Evaluation and Feedback Mechanisms

The contractor will establish mechanisms to monitor and evaluate progress toward particular policy and program goals and to transmit information to improve on-going systems. Specifically the contractor will develop: 1) periodic assessment and feedback of information regarding fertility trends and family planning use, especially in areas where program results should be expected most; and, 2) capacities to respond as required to special needs to clarify policy or program problems or guide implementation decisions.

(1) Annual National Household Survey - The contractor will provide technical and financial assistance to the Federal Office of Statistics to enable it to include in the on-going, continuous national sample household survey a small number of questions regarding details of recent fertility, KAP-type data, and other

selected family planning items. This survey deals with many socio-economic topics and covers 1,200 households throughout Nigeria each month. At the end of the year, the accumulated data is published as the Annual National Household Survey. The additional questions must provide at a minimum national estimates of fertility and family planning patterns, and in due course they may be adapted to focus on certain areas according to need. After preliminary organization activities in year 1, the contractor will conduct this activity during project years 2-5.

(2) Sentinel or Special Surveys - The contractor will provide funding and financial support to an indigenous group to conduct pilot sentinel or special spot surveys. These surveys will provide information on vital events and practices (births, deaths, and family planning) in selected urban areas, covering LGAs in at least four states. Initial information gathered from each survey will include at a minimum fertility indicators (especially open birth intervals and high risk births), and family planning use and associated factors. Most importantly, the data will produce indicators of success or failure in those areas where project resources are concentrated, and thus allow for rapid implementation modifications as needed.

4. COORDINATION

As prescribed by A.I.D., the contractor will agree to abide by established written standard operating procedures to assure its effective, continuous communication and coordination with other participants involved in project implementation. At a minimum, the procedures will include contractor coordination with the following:

- the Project Management Committee;
- the Project Administrator;
- the FMG counterparts assigned to it;
- the FMG, especially, but not limited to, state and local level entities;
- contractors implementing the project components;
- the contractor responsible for administrative and logistics arrangements;
- AAO/Lagos, REDSO/WCA, AID/W; and,
- other donors.

5. SUBCONTRACTING

The contractor may subcontract any part of this Statement of Work, provided that subcontracts exceeding \$100,000 are approved in writing by the Contracting Officer, REDSO/WCA, with the technical concurrence of the A.I.D. Affairs Officer, Lagos; and that all subcontracts under \$100,000 are approved in writing by the A.I.D. Affairs Officer, Lagos.

However, the contractor, as the prime contractor for this component, will be responsible for the management and timely execution of activities of the contract to which this Statement of Work pertains. The prime contractor will define all its subcontractors' activities, and determine their respective deliverables and due dates. The prime contractor will supervise and monitor all subcontract activities. The prime contractor will incorporate all subcontractor activities into its overall quarterly progress report and Annual Work Plans. All subcontractor communications with A.I.D. (AAO/Lagos, REDSO/WCA, and AID/W) will flow through the prime contractor.

6. PROJECT MANAGEMENT

A. General - The contractor will participate in, assume its designated role(s), and execute its assigned responsibilities in the management system described below.

(1) Federal Military Government of Nigeria (FMG) - Primary FMG implementation responsibility for this project--both technical and substantive, on the one hand, and administrative and logistical on the other--rests with the Director, National Health Planning and Research, Federal Ministry of Health (FMOH). This individual also will serve as Project Director, and will be assisted by four FMG Project Managers, one for each project component. The FMG Project Managers' counterparts will be the highest-ranking in-country representative of the four contractors implementing the four project components.

(2) A.I.D. - Ultimate A.I.D. implementation responsibility for this project rests with the A.I.D. Affairs Officer, Lagos. This individual will be assisted by the U.S. Direct Hire Health and Population Development Officer and by the project-financed Project Administrator.

The Project Administrator will be responsible for the planning, administration, monitoring, and coordination of all project activities. The Administrator will be guided by a Project Management Committee, which will convene at least quarterly.

(3) Project Management Committee - The Project Management Committee will consist of one representative each from A.I.D. and the FMOH, who will serve as co-chairpersons, the Project Administrator, the four FMG Project Managers, and one representative for each of the four contractors implementing the four project components. Thus, the contractor must assure that it is represented at all Project

Management Committee meetings by an individual sufficiently well placed in the contractor's organization to make decisions on behalf of the contractor. The representative may seek advice and consent from his/her home office as necessary. Contractor staff and representatives of other organizations may be invited by the chairperson to be observers at Project Management Committee meetings.

The Project Management Committee is responsible for general implementation review and course correction, including, but not limited to, the following:

- monitoring progress of annual project implementation plans (discussed below);
- monitoring, updating, and revising of the four contractors' Annual Work Plans (discussed below);
- review of participation of short-term technical assistance personnel and of other international representatives;
- review of progress in output realization and purpose achievement;
- review of timeliness of inputs;
- review of coordination of all entities and persons participating in project implementation;
- review of management and logistics support;
- review of the commodity pipeline; and,
- conception, authorization, and monitoring the execution of project restructuring and course corrections.

(4) Contractors' Representatives - The contractors' representatives will be the highest ranking in-country representative for each of the four technical contractors and for the administrative and logistics contractor. Each contractor's Representative will be responsible for planning, coordinating, and supervising in-country activities, and will be the contractor's in-country point of contact. The contractors may not engage U.S.-based U.S. citizens for any long-term technical assistance position in Nigeria unless approved by the A.I.D. Affairs Officer and agreed to by the U.S. Ambassador. The Contractor may, however, employ U.S. citizens resident in Nigeria, third country nationals resident in Nigeria, and Nigerians resident in Nigeria, who, as local hire employees, will not be entitled to housing or support allowances and privileges, nor to dependent privileges and allowances.

B. Technical and Substantive Management: Work Plan and Implementation Plan System - Each year, at least one month before the annual planning meeting convened by the Project Management Committee, the contractor with

its assigned FMG Project Manager will draft an Annual Work Plan which sets forth in detail and in chronological order the activities and operations it will undertake during the subsequent 12 months, and which is accompanied by a detailed budget projection. These Annual Work Plans must demonstrate that the proposed activities for the year in question:

-when combined with activities which have been undertaken in prior years and which will be undertaken in future years, will result in the contractor's completing all activities and operations for which it is responsible by the end of the project in a reasoned, prudently paced manner without activity "bunching" or "slack"; and,

-are clearly coordinated with the proposed activities of all participants involved in project implementation (enumerated in Section 6 of this Statement of Work) so as to assure complementarity and mutual enhancement of participants' efforts and achievement of the project purpose by the project assistance completion date.

-describes the logistical support requirements which will be required to carry out the Annual Work Plan.

These Annual Work Plans with corresponding budgets will be reviewed and approved by the Project Management Committee, having been revised as and if requested to accommodate Committee concerns. The approved Annual Work Plan and corresponding budget will be a binding document which will direct the content, course, and timing of a given contractor's activities for the applicable year, and which will be used to determine satisfactory performance (or lack thereof) of that contractor. The Contracting Officer, REDSO/WCA, must provide written concurrence to the contractor before the Annual Work Plan's activities may begin.

The Project Administrator will draft an Annual Implementation Plan on the basis of the four Committee-approved Component Annual Work Plans. The Project Management Committee will review and, after any modifications are made at its request, approve the Annual Implementation Plan.

The Annual Implementation Plan will be project-wide in scope, covering all four components and addressing administrative and logistics matters as necessary. This Plan will set forth project output targets for any given year and be used in tracking implementation progress toward purpose achievement, and in identifying successes and problem areas.

C. Administrative and Logistics Management - A project-financed contractor will be responsible for providing comprehensive, in-country administrative/logistical support for the four contractors implementing each of the four project components, including the contractor to which this Statement of Work pertains. This support includes procurement agent services, accounting, office management, engaging and supervising clerical and other support staff, Lagos office leasing and rent payment, Lagos office maintenance, residence maintenance (where applicable), and possible establishment of zonal offices.

Specifically, the administrative/logistics contractor will supply to the technical contractor to which this Statement of Work pertains:

- adequate in-country furnished office space;
- office space provision for short-term personnel the technical contractor fields;
- purchasing support services for all field support equipment and supplies (excluding contraceptives) for project activities and operations, including: assisting component contractors to prepare specifications and documentation necessary for technical purchases and importation; warehousing; distribution; monitoring of purchases from placement of order to delivery at final destination; and, inventory maintenance of expendable and non-expendable equipment, furnishings, and vehicles; (N.B: Funds for component specific equipment and supplies are to be included in the budgets of the respective technical component contractors.)
- contraceptive importation and monitoring, including: provision of logistical support for contraceptive importation; general oversight of contraceptive warehousing and distribution; and, an independent review of public and private sector management information systems to monitor contraceptive flow;
- secretarial support, including (in collaboration with each of the four technical contractors) selection and supervision of one full-time secretary for each technical contractor, a secretarial pool, and access to additional, temporary secretarial support for heavy work periods; (Note: One full-time secretary will be hired by the administrative/logistics contractor, in collaboration with the contractor who will have the right to request termination or transfer of the secretary should the individual not meet the needs of the contractor. The secretary assigned to the contractor will receive technical and programmatic direction from the contractor's country representative.)
- business and communication services, including telephone, telex, interoffice and intra-project mail distribution, express mail and courier service, photocopying, document duplication and binding, messenger services, and translation services; (NB: the costs for these services will be paid by the user.)
- transportation and related services, including a motor pool with dispatcher and drivers, vehicle maintenance, airport pick-up and expediting, in-country travel arrangements for project staff, logistic and travel support (hotel reservations, ticket confirmations and changes, visa arrangements, in-country travel documentation, and the like) for project staff, and international and in-country travel arrangements and logistic and travel support for participant trainees and for Nigerians undertaking international visitation tours;
- documentation and filing;
- security services for office and residences (if any); and,
- maintenance, including that for equipment, buildings, and furnishings.

The contractor's budget must take into account that these services are being provided under the administrative/logistics support contract, and, therefore, should not estimate costs for these services.

To ensure uniformity in office systems, the contractor must adhere to standardized office and logistical procedures, and must follow standardized personnel policies and procedures as directed by the A.I.D. Affairs Officer, Lagos.

7. RELATIONSHIPS AND RESPONSIBILITIES

The contractor will report and be directly responsible to the project-funded Project Administrator who will report to the U.S. Direct Hire Health and Population Development Officer who, in turn, is under the supervision of the A.I.D. Affairs Officer, Lagos.

The Project Administrator is responsible for overall project management including planning, administration, monitoring, and coordination of all activities related to the development and implementation of the project. The Project Administrator is the individual to whom the contractor must submit all technical communications, reports, and decisions. The contractor will address all contracting issues and concerns to the REDSO/WCA Contracting Officer designated for this contract.

8. REPORTING REQUIREMENTS

The contractor must submit all reports to the Project Administrator who, in turn, will submit them to the AAO/Lagos, the FMG Project Director, the Project Management Committee, and the Contracting Officer, REDSO/WCA. The contractor must submit five copies of each report, which must be typed, and in English.

A. Scheduled Reports - The contractor will be responsible for submitting the following reports, timed as prescribed herein:

(1) Quarterly Financial Reports - The contractor will provide the Project Administrator and the Contracting Officer, REDSO/WCA, quarterly financial reports, due 30 days after the end of the reporting period. The report will be based on the contractor's approved Annual Work Plan, and will include actual incurred costs by approved budget line items during the reporting period. These reports will be consistent with financial reports required by FM/PAFD. The first quarterly financial period ends on June 30, 1988, and the report is due July 31, 1988.

In addition, if a Letter of Credit is used for this contract, the contractor will submit to the Project Administrator a copy of the "Financial Status Report," SF-269, at the time the contractor submits this report to FM/PAFD.

(2) Quarterly Performance Reports - The contractor will submit quarterly performance reports 30 days after the close of quarterly reporting period. The first quarterly performance period ends June 30, 1988, with the report due July 31, 1988. These performance reports will summarize progress achieved during the current quarter towards meeting Annual Work Plan objectives and targets, problems and constraints impeding progress, actions planned during the upcoming quarter, and corrective measures taken or to be taken. The fourth quarterly report will not only provide the above information, but will summarize the contractor's achievements during the year.

(3) Annual Training Report - This report is submitted as part of the fourth quarterly performance report, and will list each individual trained under the auspices of the contract by name, state of origin, course attended, and dates of training.

(4) Annual Equipment Distribution Report - This report, submitted as part of the fourth quarterly performance report, will include a list of audio-visual or other equipment items distributed by location and by quantity. Information also must be included on equipment maintenance problems and how they were resolved.

B. Special Reports - The contractor also will submit to A.I.D., through the Project Administrator, the following reports:

(1) Trip Reports - Trip reports are to be submitted within fifteen (15) days after each trip or site visit to Nigeria or within Nigeria, and must include the purpose of the visit, observations, conclusions, and recommendations. Trip reports must also include a list of key contacts. Site visitors may be requested by the AAO/Lagos to provide a verbal briefing and debriefing on trip activities.

(2) Annual Household Survey Report - This report, to be submitted within 45 days after publication of the government report, must include a summary findings and conclusions, appropriate statistical tables, and annotated recommendations for future actions.

(3) Sentinel Survey Report - Sentinel Survey Reports are to be submitted within 45 days after the completion of the field work, and must include a summary of findings and observations, conclusions, and annotated recommendations for future actions.

(4) Conference, Seminar, and Workshop Reports - These reports, to be submitted within one (1) month after the conference, seminar or workshop, must include a copy of the final agenda, a list of participants, a summary of discussion items, and final conclusions and recommendations.

(5) Special Study Reports - If, in the future, any of the contractor's activities result in a study report, the contractor must submit preliminary and final versions of the study report in a timely fashion. Specific reporting requirements will be determined at the annual work planning meeting.

Upon request, the contractor will be required to submit to the AAO/Lagos, through the Project Administrator, copies of case studies, training curricula and materials, action plans, policy statements, summaries of constituency meetings, and other items the A.I.D. Affairs Officer deems appropriate for submission.

End of SECTION C

SECTION D

PACKAGING AND MARKING

MARKING, AIDAR 752.7009 (APR 1984)

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

Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

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

A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer, the original should be retained by the contractor.

(End of Clause)

End of SECTION D

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SECTION E

INSPECTION AND ACCEPTANCE

INSPECTION OF SERVICES -COST REIMBURSEMENT, FAR 52.246-5 (APR 1984)

Definition "Services" as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract or default.

(End of Clause)

End of SECTION E

SECTION F

DELIVERIES OR PERFORMANCE

1. PERIOD OF CONTRACT

This contract will be effective 14 October 1988. The estimated completion date is 31 December 1992.

2. STOP WORK ORDER (ALT. I), FAR 52.212-13 (APR 1984)

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

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

B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

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

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

- (3) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement;

- (4) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by

equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

3. REPORTS, AIDAR.752.7026 (JUN 1987)

A. Unless otherwise provided in the schedule of this contract, at the conclusion of the work hereunder, the contractor shall prepare and submit to the Contracting Officer one copy, and to the AAO/Lagos four copies, of a final report which summarizes the accomplishments of the assignment, methods of work used and recommendations regarding unfinished work and/or program continuation. The final report shall be submitted within 60 days after completion of the work hereunder unless required date of submission is extended by the Contracting Officer.

B. Contractor shall submit three copies of each report required by paragraphs 3.A. of this clause or any other report of a technical nature required by the schedule to the Development Information Utilization Coordination (PPC/DIU), Agency for International Development, Washington D.C. 20523. The title page of all reports forwarded to PPC/DIU pursuant to this paragraph (d) shall include the contract number, project number and project title as set forth in the schedule of this contract.

(End of Clause)

4. ADDITIONAL REPORTS

In addition to the reports required by the above AIDAR clause entitled "Reports", the contractor shall provide to AAO/Lagos and the cooperating country reports described in Section C.8., as well as any others that may be assigned.

End of SECTION F

SECTION G

CONTRACT ADMINISTRATION DATA

1. TYPE OF CONTRACT, FAR 52.216-1 (APR 1984)

This is a cost reimbursement services contract.

(End of Provision)

2. The Cognizant A.I.D. Project Officer is the A.I.D. Affairs Officer, Lagos or his/her designee.

3. The A.I.D. Regional Contracting Officer, REDSO/WCA indicated in item 20A of the contract cover sheet (p.1) and/or his or her designee(s) will perform all contract administration functions for the resultant contract. The specific administration functions are identified and explained in various contract clauses throughout this solicitation/contract.

4. The funds for this contract are chargeable as follows:

PIO/T	:620-0462-3-70003, Amendment No.1
Project No.	:698-0462.20
Appropriation	:72-1171021 K720003
Allotment	:GDPA-87-21620-KG12
Total Obligation Amount	:\$1,654,000
Total Est. Cost	:\$2,444,936
Letter of Credit No.	:72001325

5. Payments will be made to the contractor at the address shown on the cover page unless otherwise indicated below:

6. APPROVALS, AIDAR 752.7025 (APR 1984)

All approvals required to be given under the contract by the Contracting Officer or the Project Officer, AAO/Lagos shall be in writing and except when extraordinary circumstances make it impracticable, shall be requested by the contractor sufficiently in advance of the contemplated action to permit approval, disapproval or other disposition prior to that action. If, because of existing conditions, it is impossible to obtain prior written approval, the approving official may, at his/her discretion, ratify the action after the fact.

End of Clause)

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7. AUTHORITY TO BIND THE GOVERNMENT

The Contracting Officer is the only individual who may legally commit the Government to the expenditure of public funds. No cost chargeable to the proposed agreement may be incurred prior to receipt of either a fully executed contract, or a specific, written authorization from the Contracting Officer.

8. SERVICE OF PROTEST, FAR 52.233-2 (JAN 1985)

Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, shall be served on the Contracting Officer by obtaining written and dated acknowledgement of receipt from:

To mail locally:

Regional Office of Procurement
REDSO/WCA
c/o American Embassy OR
01 B.P. 1712
Abidjan 01, Cote d'Ivoire

To mail from the United States (thru
the pouch):

Regional Office of Procurement
REDSO/WCA
Abidjan
Department of State
Washington, D.C. 20520

(End of clause)

9. PROTEST AFTER AWARD, FAR 52.233-3 & Alternate 1 (JUN 1985)

A. Upon receipt of a notice of protest (as defined in 33.101 of the FAR) the Contracting Officer may, by written order to the contractor, direct the contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either --

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

B. If a stop-work order issued under this clause is cancelled either before or after a final decision in the protest, the contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --

- (1) The stop-work order results in an increase in the time required for, or in the contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The contractor requests an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer

decides the facts justify the action, the Contracting Officer may receive and act upon the request at any time before final payment under this contract.

C. If a stop-work order is not cancelled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

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

E. The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(End of Clause)

End of SECTION G

SECTION H

SPECIAL CONTRACT REQUIREMENTS

CONTENTS

1. TECHNICAL DIRECTIONS
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1. TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the Project Officer, AAO/Lagos. As used herein, "Technical Directions" are guidance to the contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. "Technical Directions" must be within the terms of this contract, shall not change or modify them in any way, and shall not constitute changes (as described in the General Provision clause of this contract entitled "Changes - Cost Reimbursement - APR 1984"), which may only be accomplished by the Contracting Officer. The contractor shall notify the Contracting Officer in writing of any Technical Directions which he considers to constitute changes prior to proceeding therewith.

2. KEY PERSONNEL

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

<u>Name</u>	<u>Position</u>
Dr. Stella Goings	Project Director
Dr. W. Henry Mosley	Assistant Project Director
Dr. A.A. Akinyemi	Country Representative

B. The Personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer 30 days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Failure to do so may be considered nonperformance by the contractor. No diversion shall be made by the contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The listing of key personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

3. LEVEL OF EFFORT

The level of effort for the performance of this contract shall be determined each year when Annual Work Plans are approved.

For the purpose of this contract, a person-month of effort is defined as one person working 22 days, 8 hours per day.

Candidates for overseas assignments must be submitted by the contractor simultaneously to the Contracting Officer and the Project Administrator, AAO/Lagos not later than 30 days after notification to the contractor of the need for such personnel. Failure to do so may be considered nonperformance by the contractor.

4. PERSONNEL COMPENSATION

A. Limitations - Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the article of this section entitled "cost reimbursable and logistic support to the contractor", and other applicable provisions of this contract but subject to the following additional specified understandings which set limits on items which otherwise would be reasonable, allocable, and allowable.

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

equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

(2) Salaries During Travel. Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(3) Return of Overseas Employees. Salaries and wages paid to an employee serving overseas who is discharged by the contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(4) Annual Salary Increases. Annual salary increases for individuals working under this contract may not exceed 5%. 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.

(5) Consultants. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the cognizant A.I.D. project officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less.

(6) Locally Hired U.S. Citizens, Third Country and Cooperating Country Nationals. No compensation for locally hired U.S. citizens (those individuals hired within Nigeria), third country nationals or cooperating country nationals will be reimbursed unless their use under the contract has the prior written approval of the cognizant A.I.D. project officer. The contractor's personnel policies, hiring practices, leave policies, salary scale, and salary payment methods for locally hired staff shall comply with the policies developed by the AAO/Lagos in collaboration with the FMG and the five contractors. These policies will meet A.I.D. requirements and conform to Nigerian laws. With respect to a unified salary scale, such scale will permit a salary range (for all positions) which is consistent with local salaries. Locally hired staff may receive one annual salary increase of not more than 5% of the employee's base salary after the employee's completion of each twelve-month period of satisfactory service under the contract. Annual salary increases exceeding these limitations or exceeding the FS-1 rate may be granted only with the advance written approval of the Contracting Officer.

NOTE: The daily rate of a Foreign Service Officer class 1 (FS-1) is determined by dividing the annual salary by 2087 hours and multiplying that figure by 8 hours. Any approvals issued by the A.I.D. project officer pursuant to paragraph 5 and 6 above shall be retained by the

contractor for audit purposes and a copy of each and every such approval shall be furnished to the Contracting Officer by the contractor. Approvals issued by the A.I.D. project officer pursuant to the above must be within the terms of this contract, and shall not serve to increase the authorized level of effort; or the total estimated cost or the obligated amount of this contract, whichever is less.

(7) Work Week

(a) Nonoverseas employee. The work week for the contractor's nonoverseas employees shall not be less than the established practice of the contractor.

(b) Overseas employees. The work week for the contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the A.I.D. Mission and the cooperating country associated with the work of this contract. Work on Saturdays will not be paid for under the contract.

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

5. SPECIAL PROVISIONS

A. Language Requirement - The contractor's employees serving overseas under this contract shall have excellent written and oral communication skills in English.

B. Security Requirements - The contractor shall not have access to classified information or administratively-controlled information.

C. Duty Post - The duty post for work performed under this contract will be Lagos, Nigeria or designated zonal offices in Nigeria.

D. Physical Fitness - Each employee of the contractor will present evidence of sound physical condition, dated within ninety (90) days of signing the contract, stating that the consultant is free of infectious disease and fit to work and travel in Nigeria without medical supervision. Medical statements on dependents coming to post are required also.

E. Relationships and Responsibilities - The contractor will report and be directly responsible to the project-funded Project Administrator who will report to the U.S. Direct Hire Health and Population Development Officer who, in turn, is under the supervision of the A.I.D. Affairs of Officer, Lagos.

The Project Administrator is responsible for overall project management including planning, administration, monitoring, and coordination of all activities related to the development and implementation of the project. The

Project Administrator is the individual to whom the contractor must submit all technical communications, reports and decisions. The contractor will address all contracting issues and concerns to the REDSO/WCA Contracting Officer designated for this Contract.

- (1) Cooperating Country Liaison Officials - Director of Health Planning, Federal Ministry of Health or his designee.
- (2) A.I.D. Liaison Officials - Health Development Officer in the AAO/Lagos, under the general guidance of the A.I.D. Affairs Officer, Lagos.

F. Special Provisions Regarding AIDAR Clauses Entitled "Travel and Transportation" and "Personnel" - In accordance with each of the above clauses of this contract, whereunder the contractor may not send individuals outside the United States to perform work under this contract without 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 cognizant A.I.D. Project Officer (AAO/Lagos) prior to their assignment abroad. Such approval must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization to increase the level of effort; or the total estimated cost or the obligated amount of this contract (whichever is less), which are subject to the clauses of this contract entitled "Limitations of Funds" or "Limitation of Cost", as applicable. A copy of each and every approval issued by the AAO/Lagos Project Officer pursuant to this paragraph shall be retained by the contractor for audit purposes and a copy of each shall be furnished to the Contracting Officer by the contractor.

After approval of the proposed international travel, the contractor shall provide the cognizant AAO Mission advance notification, with a copy to the cognizant A.I.D. Project Officer, of the arrival date and time and flight identification of A.I.D. financed travelers.

G. Travel Expenses

(1) Notwithstanding any other provisions to the contrary, if any of the key personnel are discharged by the contractor for misconduct or inexcusable non-performance, travel and transportation costs associated with the reassignment of substitute individuals therefore shall not be an allowable cost under this contract.

(2) 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 United States foreign assistance program (See the AIDAR clause of this contract entitled "Personnel"). 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 employees.

H. Emergency Locator Information - The contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the Cooperating Country of every contract employee or dependent:

- (1) The individual's full name, home address, and telephone number.
- (2) The name and number of the contract, and whether the individual is an employee or dependent.
- (3) The contractor's name, home office address, and telephone number, including any after-hours emergency number(s), and the name of the contractor's home office staff member having administrative responsibility for the contract.
- (4) The name, address, and telephone number(s) of each individual's next of kin.
- (5) Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

I. Rights in Data and Publication

(1) Rights in Data

(a) The term "data" as used herein includes writings, software, electronic or punchcard-stored data, models, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works of any similar nature (whether or not copyrighted) which are developed or created in the course of the performance of this contract, or from materials or information acquired as a result of this contractor's activities hereunder. The term "data" does not include financial reports, cost analyses, and other information incidental to contract administration. The term "software" means any computer programs with supporting documentation and specifications necessary to produce desired outputs. The term excludes programs supplied by the hardware manufacturer. The term "model" in this context means formal, analytic structures which describe certain interrelated aspects of economic, social, or political behavior. The complete model shall include supporting information and equations which describe and explain basic structure and assumptions. "Subject data" is data which is specified to be delivered under this contract.

(b) For copyright purposes, all subject data shall be the property of the Government. The contractor agrees not to assert any rights in common law or equity in subject data, nor to establish any claim to statutory copyright therein.

(c) The contractor shall be responsible for assuring that no copyright matter is included in data furnished hereunder without the written permission of the copyright owner for the Government to use such copyrighted matter in the manner described in paragraph (1)(d) of this section.

(d) The contractor agrees to grant and does hereby grant to the Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive and irrevocable license throughout the world to publish, translate, reproduce, deliver, perform, use, and dispose of, and to authorize others to do so, all data, whether or not now or hereafter covered by copyright.

(e) Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(f) Paragraphs (1)(c) and (d) of this section are not applicable to material furnished to the contractor by the Government and incorporated into data produced under the contract, provided such incorporated material is identified by the contractor at the time the data is furnished to the Government.

(2) Publication of Data

(1) A.I.D.'s policy with respect to publication, or release to parties other than those specifically authorized, of material gathered or developed under contracts with educational institutions is set forth in the statement of policy published in the Federal Register of May 14, 1973 (38 F.R. 12621), as revised. That policy is applicable to this contract.

(b) Unless otherwise provided in the schedule, and subject to A.I.D.'s prepublication review as hereinafter set forth, no permission or authorization from A.I.D. will be required prior to publication, release, or reproduction of any data.

(c) No one employed under this contract will have access to classified material for performance of work under this contract; however, if, in its prepublication review, A.I.D. should discover that any classified material has inadvertently been included in a contract manuscript, it will notify the contractor, who agrees that the identified material will not be published unless he/she can demonstrate that the material is available from unclassified sources.

(3) Prepublication Review

The contractor agrees to allow A.I.D. the opportunity to review any data intended for publication and provide comments thereon, and agrees to give serious consideration to such comments prior to publication. The contractor shall deliver to A.I.D. a notice of intent to publish together with a copy of the proposed publication not later than the date of its submission to the publisher. A.I.D. reserves the right to disclaim endorsement of the opinion expressed in the proposed publication of subject data, and to dissociate itself from the sponsorship or publication of any other data. In the event A.I.D. exercises its right to disclaim or dissociate as aforesaid, the contractor shall be so notified in writing by the Contracting Officer; such notice shall contain an appropriate statement of disclaimer or dissociation which shall be inserted in the publication.

(4) Acknowledgments

All publications shall acknowledge the contributions of the parties hereto, unless such acknowledgment is not desired by the contributing parties.

(5) Copies

In case of publication of any of the data described hereinabove, a copy of such publication shall be supplied to the Contracting Officer at no cost to the Government.

(6) Personnel Commitments

The contractor shall secure from all personnel engaged in the performance of this contract commitments adequate to assure that the contractor will be able to discharge its obligations under this "Rights in Data and Publication" clause.

J. Source/Origin of Goods and Services - Goods and services, financed by A.I.D. under the Contract shall have their source, origin and nationality in the Cooperating Country and the United States, Geographic Code 000, except as specifically approved by the A.I.D. Contracting Officer or as A.I.D. may otherwise agree in writing.

K. Defense Base Act (DBA) and Medivac Insurance

(1) Defense Base Act Insurance. Pursuant to the clause of this contract entitled "Insurance - Worker's Compensation, private automobiles, marine and air cargo" (AIDAR 725.228-70, alternate 70), the insurance carrier currently under contract with A.I.D. to provide DBA insurance is Insurance Company of North American; Wright & Co., Connecticut Avenue, N.W.; Washington, D.C. 20036; Telephone (202)289-0200, or (800) 424-9801 outside the Washington area (toll free).

(2) Medical Evacuation Insurance. The contractor will be required to obtain emergency evacuation insurance for all its expatriate personnel assigned to work in Nigeria. This insurance is available from various vendors, for example, International SOS Assistance, Inc., P.O. Box 11568, Philadelphia, Pa. 19116.

L. Ordinary Course of Business - With respect to the contract clause entitled "Allowable Cost and Payment" (52.216-7), "the ordinary course of business" for direct cost payment of employees, consultants, subcontractors, suppliers, and costs incurred in the Cooperating Country, is defined in accordance with the principles established by the Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), i.e. within 30 days after the contractor's receipt of reimbursement from A.I.D. for such costs. Failure to make payment within that period may be considered nonperformance by the contractor.

End of SECTION H

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SECTION I

THE FOLLOWING CLAUSES APPLY TO THIS
CONTRACT IF THE CONTRACTOR IS AN EDUCATIONAL INSTITUTIONAL

The following Federal Acquisition Regulation (48 CFR Chapter 1) and A.I.D. Acquisition Regulation (48 CFR Chapter 7) clauses apply to this contract.

ALTERATIONS IN CONTRACTS, FAR 52.252-4 (APR 1984)

Portions of this contract are altered as follows:

- (a) In the clause entitled "Notification of Changes" (FAR 52.243-7), insert "14 days" in the blank in paragraph (b).
- (b) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222.2), insert "zero" in the blank in paragraph (a).
- (c) In the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".

CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (APR 1984)

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

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	Restriction on Subcontractor Sales to the Government (JUL 1985)
52.203-7	Anti-Kickback Procedures (FEB 1987)
52.212-13 & Alternate 1	Stop-Work Order (APR 1984)
52.215-1	Examination of Records by Comptroller General (APR 1984)
52.215-2	Audit-Negotiation (APR 1984)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1984)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.216-7	Allowable Cost and Payment (APR 1984)
52.216-11 Alternate 1	Cost Contract-No Fee (APR 1984)
52.216-15	Predetermined Indirect Cost Rates (APR 1984)
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.220-1	Preference for Labor Surplus Area Concerns (APR 1984)

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52.220-3 Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-4 Labor Surplus Area Subcontracting Program (APR 1984)
52.222-2 Payment for Overtime Premiums (APR 1984)
52.222-3 Convict Labor (APR 1984)
52.222-26 Equal Opportunity (APR 1984)
52.222-28 Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-29 Notification of Visa Denial (APR 1984)
52.222-35 Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36 Affirmative Action for Handicapped Workers (APR 1984)
52.223-2 Clean Air and Water (APR 1984)
52.225-11 Certain Communist Areas (APR 1984)
52.227-1 Authorization and Consent (APR 1984)
52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-11 Patent Rights-Retention by the contractor (Short Form) (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 (APR 1984)
52.232.17 Interest (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.232-23 Assignment of Claims (JAN 1986)
52.233-1 & Alternate 1 Disputes (JUN 1985)
52.233-3 & Alternate 1 Protest After Award (JUN 1985)
52.242-1 Notice of Intent to Disallow Costs (APR 1984)
52.243-2 Changes-Cost Reimbursement (AUG 1987) & Alternate 2 (APR 1984)
52.243-7 Notification of Changes (APR 1984)
52.244-2 Subcontracts Under Cost-Reimbursement and Letter Contracts (JUL 1985)
52.244-5 Competition in Subcontracting (APR 1984)
52.245-5 Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-25 Limitation of Liability Services (APR 1984)
52.247-1 Commercial Bill of Lading Notations (APR 1984)
52.247-63 Preference for U.S.-Flag Air Carriers (APR 1984)
52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
52.249-6 Termination (Cost-Reimbursement) (MAY 1986)
52.251-1 Government Supply Sources (APR 1984)
752.202, Alternate 70 A.I.D. Definitions Clause -- General Supplement for Use in All A.I.D. Contracts (APR 1984)

752.202, Alternate 71	A.I.D. Definitions Clause-Supplement for Contracts with an Educational Institution for Participant Training (APR 1984)
752.202, Alternate 72	A.I.D. Definitions Clause -- Supplement for A.I.D. Contracts Involving Performance Overseas (DEC 1986)
752.228-70, Alternate 70	Insurance - Workers' Compensation, Private Automobiles, Marine, and Air Cargo (APR 1984)
752.232-70	Letter of Credit Advance Payment (AUG 1984)
752.245-70	Government Property - A.I.D. Reporting Requirements (APR 1984)
752.245-71	Title to and Care of Property (APR 1984)
752.7001	Biographical Data (APR 1984)
752.7002, Alternate 70	Travel and Transportation (AUG 1986)
752.7003, Alternate 70 & 71	Payment (APR 1984)
752.7004	Source and Nationality Requirements for Procurement of Goods and Services (MAY 1986)
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, Alternate 71	Contractor-Mission Relationships (APR 1984)
752.7014	Notice of Changes in Travel Regulations (APR 1984)
752.7015	Use of Pouch Facilities (APR 1984)
752.7018	Health and Accident Coverage for A.I.D. Participant Trainees (AUG 1984)
752.7019, Alternate 71	Participant Training (APR 1984)
752.7020	Organizational Conflicts of Interest (MAR 1985)
752.7021	Changes in Tuition and Fees (APR 1984)
752.7022	Conflicts Between Contract and Catalog (APR 1984)
752.7023	Required Visa Form for A.I.D. Participants (APR 1984)
752.7024	Withdrawal of Students (APR 1984)
752.7025	Approvals (APR 1984)
752.7026, Alternate 70	Reports (APR 1984)
752.7027, Alternate 71	Personnel (APR 1984)
752.7028	Differentials and Allowances (MAR 1986)
752.7029	Post Privileges (APR 1984)
752.7030	Inspection Trips by Contractor's Officers and Executives (APR 1984)
752.7031, Alternate 71 & 73	Leave and Holidays (APR 1984)

End of SECTION I

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