

1 AMENDMENT/MODIFICATION NO. Amendment No. 1	2. EFFECTIVE DATE 6-29-74	3. REQUISITION/PURCHASE REQUEST NO. 931-17-899-576-73-3147600	4. PROJECT NO (If applicable)
5 ISSUED BY U.S. DEPARTMENT OF STATE AGENCY FOR INTERNATIONAL DEVELOPMENT SER/CM/COD/TAB WASHINGTON, D.C. 20523	CODE POC/	6. ADMINISTERED BY (If other than block 5) CODE	

7 CONTRACTOR NAME AND ADDRESS Rivkin-Carson Inc. 2900 M Street, N.W. Washington, D.C. 20523	CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. DATED (See block 9) MODIFICATION OF CONTRACT/ORDER NO. AID/ta-C-1081 DATED 4-30-74 (See block 11)
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9 THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

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

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

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

10 ACCOUNTING AND APPROPRIATION DATA (If required)

Appropriation Symbol: 72-1141004-22 ^{11X/026} PIO/T No. 931-17-899-576-73-3147600

Allotment Symbol: 426-31-099-00-34-41

11 THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

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

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

(c) This Supplemental Agreement is entered into pursuant to authority of the Foreign Assistance Act of 1961; E.O. 11223
It modifies the above numbered contract as set forth in block 12.

12 DESCRIPTION OF AMENDMENT/MODIFICATION

The Contractor agrees to add Malaysia as a country to be visited in performance of the contract.

In consideration of the above, the following changes are hereby made to the contract:

1. The fixed price of the contract is increased by \$1,259.00 from \$23,741.00 to \$25,000.00.
2. The delivery date of the final report and the expiration date of the contract is extended to September 30, 1974.

ORIGINAL

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

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT <input checked="" type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 6 COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR BY <u>Malcolm D. Rivkin</u> <small>(Signature of person authorized to sign)</small>	17. UNITED STATES OF AMERICA BY <u>V. C. Perelli</u> <small>(Signature of Contracting Officer)</small>
15. NAME AND TITLE OF SIGNER (Type or print) Malcolm D. Rivkin, President	16. DATE SIGNED June 24, 1974
18. NAME OF CONTRACTING OFFICER (Type or print) V. C. Perelli	19. DATE SIGNED JUN 28 1974

ORIGINAL

Eric Chetwynd - FA/UD
3 MAY 1974

FIXED PRICE TECHNICAL SERVICES CONTRACT

AGENCY FOR INTERNATIONAL DEVELOPMENT CONTRACT NO. AID/TA-C-1021

NEGOTIATED PURSUANT TO THE FOREIGN ASSISTANCE ACT OF 1961, AS AMENDED, AND EXECUTIVE ORDER 11223 **FIXED PRICE** \$23,741.00

CONTRACT FOR: Technical study as herein more fully described Project No. 931-17-899-576-73

CONTRACTING OFFICE (Name and Address)	CONTRACTOR (Name and Address)
U. S. Department of State Agency for International Development SER/CM/COD/TAB Washington, D. C. 20523	RIVKIN-CARSON, INC.
	NAME
	2900 M Street, N. W.
	STREET ADDRESS
	Washington, D. C. 20007
	CITY, STATE AND ZIP CODE

TECHNICAL OFFICE	EFFECTIVE DATE: <u>April 30, 1974</u>
A.I.D.	EXPIRATION DATE: <u>August 31, 1974</u>
TA/UD	
Washington, D. C. 20523	

MAIL VOUCHERS (Original and 3 copies)	ACCOUNTING AND APPROPRIATION DATA
TO: U.S. Department of State	Amount Obligated: <u>\$23,741.00</u>
Agency for International Development	PROJECT NO. <u>3147600</u>
Office of Comptroller (FM-CSD)	APPROPRIATION NO. <u>72-1141004</u>
Washington, D. C. 20523	ALLOTMENT NO. <u>454-31-099-00-22-41</u>

TYPES OF BUSINESS (CHECK APPROPRIATE BOX(ES))

<input type="checkbox"/>	SOLE PROPRIETORSHIP	<input checked="" type="checkbox"/>	SMALL BUSINESS
<input type="checkbox"/>	PARTNERSHIP	<input type="checkbox"/>	LABOR SURPLUS AREA
<input type="checkbox"/>	JOINT VENTURE		
<input checked="" type="checkbox"/>	CORPORATION INCORPORATED IN THE STATE OF <u>Delaware</u>		

The United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the Contractor agree that the Contractor shall perform all the services set forth in the attached Schedule, for the consideration stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by the Schedule and the General Provisions. To the extent of any inconsistency between the Schedule or the General Provisions and any specifications or other provisions which are made a part of this contract, by reference or otherwise, the Schedule and the General Provisions shall control. To the extent of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

This Contract consists of this Cover Page, the Schedule of 6 Pages, including the Table of Contents and the General Provisions (form AID 1420-42C, dated 11-72).

NAME OF CONTRACTOR	UNITED STATES OF AMERICA AGENCY FOR INTERNATIONAL DEVELOPMENT
RIVKIN-CARSON, INC.	
BY (Signature of authorized individual)	BY (Signature of Contracting Officer)
<i>Malcolm D. Rivkin</i>	<i>[Signature]</i>
TYPED OR PRINTED NAME	TYPED OR PRINTED NAME
MALCOLM D. RIVKIN	<u>U. C. Felt</u>
TITLE	CONTRACTING OFFICER
PRESIDENT	
DATE	DATE
<u>April 22, 1974</u>	<u>APR 30 1974</u>

ORIGINAL

FUNDS OBLIGATED
"Page 3"

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SCHEDULE

Fixed Price Technical Services Contract

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Schedule

Article I - Scope of Work

The Contractor, as an independent entity and not as an agent of the Government, shall furnish all materials and services necessary to deliver to the Government a report examining the feasibility and means of adapting international land-use programming techniques for extensive use in small and intermediate sized cities in developing countries.

The study shall be in accordance with the Statement of Work shown as Attachment A to this contract and the Contractor's technical proposal dated March 15, 1974, which proposal is herein incorporated by reference. The award of this contract is made pursuant to Request for Proposal No. RFP-TA-40018.

The report shall meet the highest professional standards of quality and workmanship and shall be delivered in accordance with all provisions of this Contract.

Article II - Delivery of Report

The report, in an original and twenty-four (24) copies, shall be delivered as follows:

1. Twenty two (22) copies to the Technical Office as shown on page no. 1 of the contract;
2. Original to the Contracting Officer;
3. Two (2) copies to the AID Reference Center, Washington, D. C. 20523.

The title page of all reports shall include as a minimum, the contract number, project number, and project title as set forth elsewhere herein.

FUNDS OBLIGATED	
Approp. No.	72-11X1026
Allot. No.	426-31-099-00 22-41
Obl. No.	3147600-Obj. C1259
Amount \$	23,741.00
Proj. No.	931-17-899-576-73
By	<i>[Signature]</i>
FM/CSD	Date 5-2-74

Article III - Delivery Schedule of Report

The report shall be completed and delivered to the Government on or before August 31, 1974.

Article IV - Statement of Progress

Not later than June 29, 1974, the Contractor shall submit a Statement of Progress to the Technical Office. The Statement shall be in narrative form and shall set forth, as a minimum, an analysis of the progress to date and any problem areas encountered.

Article V - Logistic Support and Country Travel

Prior to making any visits to Less Developed Countries (LDC's), the Contractor shall review his plans with the Technical Office. He will keep AID Missions in countries to be visited fully informed of proposed visits, and request the mission to provide any advice regarding the timing and content of the visits. The mission will participate in the visits at its option, and the Contractor will inform affected Missions of the outcome of the visits.

The Contractor shall make appointments and logistics arrangements directly, and upon completion of any contract-funded travel will furnish the Technical Office Project Manager a copy of the trip report. The report format will be established jointly by the Contractor and Project Manager.

Article VI - Final Inspection and Acceptance

The final report shall be submitted to the Technical Office Project Director for final inspection. The final report shall be inspected by the Technical Office and accepted, provisionally accepted, or rejected within thirty (30) days from the date of delivery.

The final report will be considered accepted upon the statement of the Project Director.

The Project Director may provisionally accept the report, in which case the Contractor shall make, at his expense, all adjustments required by the Project Director.

The Project Director may reject the final report, in which case the Contractor will make all adjustments, revisions or other changes as may be required by the Project Director before resubmission of the final report for re-inspection. Any required changes shall be made within thirty (30) days of rejection by the Project Director and shall be at the Contractor's expense.

Article VII - General and Additional General Provisions

The following General and Additional General Provisions are attached hereto and are a part hereof:

1. General Provisions AID1420-42C (11-72)
2. Additional General Provisions AID1420-42D (7-72)

Alteration in General Provisions

(1) Clause No. 30 of the General Provisions entitled Listing of Employment Openings (Feb. 1972) is deleted and the attached clause entitled Listing of Employment Openings (Apr. 1973) is substituted in lieu thereof.

Article VIII - Material Change in Conditions

If the Contractor advises the Contracting Officer of a material change in the conditions which substantially interferes with or impedes the performance of the contract in accordance with its terms or with sound professional standards, the parties will mutually consider appropriate action to be taken, which might include, but is not limited to, modification of the contract or its termination

in whole or part pursuant to the clause of the contract entitled "Termination for Convenience of the Government". Failure of the parties to agree on the existence of such circumstances and consequent refusal of the Government to terminate after receipt of a specific written request to do so will be a dispute concerning a question of fact within the meaning of the General Provision clause of the contract entitled "Disputes".

Article IX - Term of Contract

The effective date of this contract is April 30, 1974. The expiration date of the contract is August 31, 1974. All requirements of the contract shall be met on or before the expiration date.

Article X - Fixed Price Contract

This is a firm fixed price contract in the amount of \$23,741.00. The Contractor shall be paid a total amount of \$23,741.00 for complete performance of the contract.

Article XI - Partial Payments

The Government will make partial payment in an amount not to exceed \$10,500.00 upon receipt of a proper invoice for services rendered and accepted. Such invoice may be submitted by the contractor upon acceptance by the Technical Office of the Statement of Progress set forth in Article IV above.

Contract no. AID/ta-c-1081

Attachment A

STATEMENT OF WORK

The following is a statement of work for the writing of a report examining the feasibility and means of adapting international land-use programming techniques for extensive use in small and intermediate sized cities in developing countries.

Work PlanA. Identification and Review of Relevant Literature

A literature review will be conducted to identify the range of land use programming techniques which have been attempted and might be applicable to the purpose of the project.

B. Identification of Parameters

Using the seven-volume study from the UN Interregional Seminar on Urban Land Policies and Land-use Control Measures held in Madrid in November 1971 as a baseline, the factors relevant to land-use programming in medium-to-small sized cities in developing countries will be (1) identified, (2) organized typologically, (3) reduced to their most salient components, and (4) analyzed to establish their relationships.

Factors to be considered will include: (1) the array of development problems in medium-to-small sized cities to which land use planning and control techniques may be applied; (2) the array of institutional, legal, social, and economic factors which determine the framework for any given country within which land-use planning and control techniques must be established; (3) a typology of national circumstances -- such as stage of growth, governmental

institutions, and land ownership patterns -- which may determine both similarities and differences in approaches. A typology of the differences will help determine which techniques may be suited to which national context.

C. Field Discussions and Reconnaissance

The contractor will visit several LDC cities where land-use programming is practiced to discuss and obtain professional evaluation of techniques applicable to medium-to-small city use. This probing exercise will help determine (1) whether an intensive program to structure and disseminate techniques for application to medium-to-small sized cities will be productive, and (2) the requirements of such a study.

A sufficient number of cities will be chosen by the Contractor on the basis of continent (e.g., one each in Asia, Africa, and Latin America), historic development (e.g., colonial supervision, length of independence), size of country, and economy. Selection of cities to be visited will be subject to the final approval of A.I.D.

D. Selection of Techniques

After the field probe, techniques (identified in step A above) will be screened against the parameters (established in step B), and reduced to a selected array of land-use programming techniques potentially adaptable for use in medium-to-small sized cities under varying circumstances.

E. Development of Proposed Adaptive Methodology

Based on the foregoing steps, a set of procedures will be developed for the adaptation of the selected techniques for use in medium-to-small sized cities.

F. Development of Two-Phased Plan of Work

A Two-Phased plan of work for testing the procedures in selected developing countries and for facilitating their extensive application will be developed.

Phase One: Testing in selected countries - Develop the rationale for the refinement and field testing of the recommended land use programming procedures; including detailed specifications for proposed methodologies to be applied, locations for field testing, LDC collaboration and a time-phased work plan and a budget estimate.

Phase Two: Facilitating extensive application - Develop a plan which will detail the systematic requirements for packaging, dissemination, training, curriculum, other donor collaboration network utilization, timing, and other considerations intended to promote and facilitate wide utilization in LDC's.

G. Research Methodology

In essence the methodology is depicted in the work plan above. It initially involves the application of skilled planner-researchers to the problem who will be able to sift out from both literature and their experience, the matters to be addressed. Working methodological proposals will be established and refined through discussion and limited field investigation. Plans will then be drawn for the field testing and implementation stages.

H. Research Results

The results of the research shall be set forth in a report entitled "Land Use Programming: Discovering Practical and Adaptable Approaches for Developing Countries." The document shall set forth in detail the basis and methods of study and results thereof as a minimum.

LISTING OF EMPLOYMENT OPENINGS (APRIL 1973)

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

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

(b) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment service or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. This listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in

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

(c) The reports required by paragraph (a) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one establishment in a State, with the central office of the State employment service. Such reports shall indicate for each establishment (i) the number of individuals who were hired during the reporting period, (ii) the number of those hired who were disabled veterans, and (iii) the number of those hired who were nondisabled veterans of the Vietnam era. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made under this contract. The contractor shall maintain copies of the reports submitted until the expiration of 1 year after final payment under the contract, during which time they shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor.

(d) Whenever the contractor becomes contractually bound by the listing provisions of this clause, he shall advise the employment service system in each State wherein he has establishments of the name and location of each such establishment in the State. As long as the contractor is contractually bound to these provisions and has so advised the State employment system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

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

(f) This clause does not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(g) As used in this clause:

(1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings which are compensated on a salary basis of less than \$18,000 per year. The term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement.

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

Virgin Islands.

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

(4) "Openings which the contractor proposes * * * to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings for which no consideration will be given to persons outside of a special hiring arrangement, including openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

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

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

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

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

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

GENERAL PROVISIONS
FIXED PRICE TECHNICAL SERVICES CONTRACT
INDEX OF CLAUSES

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| <ol style="list-style-type: none">1. Definitions2. Biographical Data3. Changes4. Inspection5. Documentation for Payment6. Approvals7. Procurement of Equipment, Vehicles, Materials, and Supplies8. Subcontracts9. Assignment of Claims10. Examination of Records by Comptroller General11. Default12. Disputes13. Convict Labor14. Standards of Work15. Equal Opportunity16. Officials Not to Benefit | <ol style="list-style-type: none">17. Covenant Against Contingent Fees18. Release of Information19. Utilization of Small Business Concerns20. Utilization of Labor Surplus Area Concerns21. Rights in Data22. Language, Weights and Measures23. Government Property24. Notice and Assistance Regarding Patent and Copyright Infringement25. Gratuities26. Security Requirements27. Authorization and Consent28. Patent Provisions and Publication of Results29. Utilization of Minority Business Enterprises30. Listing of Employment Openings31. Pricing of Adjustments32. Termination for Convenience of the Government33. Notices |
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1. DEFINITIONS (DEC. 1970)

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) "Work Statement" shall mean specifications.

2. BIOGRAPHICAL DATA (DEC. 1970)

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

3. CHANGES (DEC. 1970)

(a) The Contracting Officer may at any time, by a written order, and without notice to the sureties, if any, make changes, within the general scope of this contract, in any one or more of the following: (1) drawings, designs, or specifications, (ii) methods of shipment or packing, (iii) place of inspection, delivery, or acceptance, and when appropriate (iv) the amount of logistic support and property of the

ADDITIONAL GENERAL PROVISIONS
FIXED PRICE TECHNICAL SERVICES CONTRACT

INDEX OF CLAUSES

- | | |
|--|--|
| 1. Definitions | 5. Contractor-Mission Relationships |
| 2. Personnel | 6. Marking |
| 3. Conversion of United States Dollars to Local Currency | 7. Insurance – Workmen's Compensation, Private Automobiles |
| 4. Miscellaneous | 8. United States Flag Carriers |

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

1. DEFINITIONS (DEC. 1970)

- (a) "Dependents" shall mean:
- (1) Spouse
 - (2) Children (including step and adopted children) who are unmarried and under 21 years of age or, regardless of age, are incapable of self support;
 - (3) Parents (including step and legally adoptive parents), of the employee or of the spouse, when such parents are at least 51 percent dependent on the employee for support; and
 - (4) Sisters and Brothers (including step or adoptive sisters or brothers) of the employee, or of the spouse, when such sisters and brothers are at least 51 percent dependent on the employee for support, unmarried and under 21 years of age, or regardless of age, are incapable of self support.
- (b) "Local Currency" shall mean the currency of the Cooperating Country.
- (c) "Regular Employee" shall mean a Contractor employee appointed to serve one year or more in the Cooperating Country.
- (d) "Short-Term Employee" shall mean a Contractor employee appointed to serve less than one year in the Cooperating Country.
- (e) "Traveler" shall mean the Contractor's Regular Employees, Dependents of the Contractor's Regular Employees, the Contractor's Short-Term Employees, Consultants and, as authorized by the Contracting Officer, the Contractor's Officers and Executives, or other persons.

2. PERSONNEL (DEC. 1970)

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

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

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

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

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

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