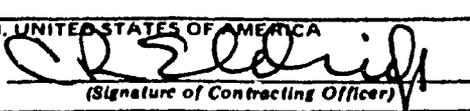


PDF 030

AWARD/CONTRACT		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1 20
2. CONTRACT (Proc. Inst Ident) NO. OTR-0500-C-00-0058-00		3. EFFECTIVE DATE 4-1-90		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0385002	
5. ISSUED BY Management Services Branch A.I.D./W Projects Division Office of Procurement, Room 1566, SA-14 AGENCY FOR INTERNATIONAL DEVELOPMENT Washington, DC 20523-1426		6. ADMINISTERED BY (If other than Item 5) Technical Office: FVA/PVC/CSH		CODE Lk	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) The Johns Hopkins University School of Hygiene and Public Health 615 North Wolfe Street Baltimore, MD 21205 Taxpayer Identification No. (TIN) 1-520595110 Contractor Establishment Code 00-191-0777				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
9. DISCOUNT FOR PROMPT PAYMENT				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM	
11. SHIP TO/MARK FOR N/A		12. PAYMENT WILL BE MADE BY PFM/FM/CMPD/DCB Office of Financial Management, A.I.D. Washington, D.C. 20523-0209		13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(1) <input checked="" type="checkbox"/> 41 USC 253(c)(1) 1	
14. ACCOUNTING AND APPROPRIATION DATA 72-1101021.7 EDCA-90-13810-KG11 047-38-099-00-76-01 Proj. #938-0500		15. TOTAL AMOUNT OF CONTRACT \$364,651			
16. TABLE OF CONTENTS					
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X E	INSPECTION AND ACCEPTANCE	8	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR	20
X F	DELIVERIES OR PERFORMANCE	8	L	INSTRS, CONDS, AND NOTICES TO OFFERORS	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)			18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract, no further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print) Alan M. Goldberg, Ph.D. Associate Dean for Research			20A. NAME OF CONTRACTING OFFICER CAROLYN R. ELDRIDGE		
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	20C. DATE SIGNED 6/11/90	

SECTION B - SUPPLIES OR SERVICES AND PRICES/COST

B.1. PURPOSE

For the period specified in Section F of this contract, the contractor shall provide A.I.D. (FVA/PVC) with up-to-date information on the technical merits of Child Survival interventions planned or being implemented in PVO country projects and the PVO Child Survival operations support will provide A.I.D. with information on timeliness of project reporting, enable sentinel monitoring of key indicators of project performance, and synthesize information on A.I.D.-sponsored consultant assessments as more fully described in Sections C.

B.2. ESTIMATED CONTRACT COST AND FINANCING

a. The total estimated cost for performance of the work specified in this contract is \$364,651.

b. The amount of funds currently obligated to this contract for performance hereunder is \$350,000. 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). It is estimated that the amount currently obligated will be sufficient to fund this contract through August 1, 1992.

B.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, whichever is less. Without the prior written approval of the cognizant A.I.D. Project Officer, (which must be retained by the contractor for audit purposes, and a copy of which must be furnished to the Contracting Officer by the contractor), 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 Section B.4. below.

b. Itemized Budget
(4/1/90 - 9/30/92)

<u>Category</u>	<u>Budget Amount</u>
Salaries	\$ 80,695
Fringe Benefits	20,774
Consultants	108,891
Travel & Per Diem	50,942
Other Direct Costs	9,948
Overhead	87,968
Equipment	<u>5,433</u>
TOTAL ESTIMATED COST	\$364,651

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 52.244-2) or for prior written approval by the A.I.D. official indicated herein.

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.

B.4. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Post-determined Indirect Cost Rates" (AIDAR 752.216-70) or Predetermined Indirect Cost Rates (FAR 52.216-15), an indirect cost rate or rates shall be established for each of the contractor's accounting periods which apply to this contract. The rate for the initial period shall be as set forth below:

<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Indirect Cost Rates (On-Campus)	<u>32%</u>	Total Direct costs less individual items of equipment in excess of \$500, all subcontracts and subgrants in excess of \$10,000, patient care costs, stipends, tuition payments, vessel use, alterations and renovations in excess of \$5,000, charges for university scientific computer facilities and space rental charges.

Period: Date of Award until amended.
Type of Rate: Predetermined

<u>Type of Rate</u>	<u>Rate</u>	<u>Base</u>
Fringe Benefit Rate	24% thru 6/30/90 25% as of 7/1/90	Salaries and wages.

Period: Date of Award until amended.
Type of Rate: Predetermined

B.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. Payment

1. Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment", "Prompt Payment", "Electronic Funds Transfer", "Documentation for Payment", and if applicable, "Letter of Credit Advance Payments".
2. Payment shall be made by the payment office designated in on the cover page of this contract.

End of Section B

SECTION C - STATEMENT OF WORK

C.1. General

The purpose of this contract is to provide A.I.D. with up-to-date information on the technical merits of Child Survival interventions planned or being implemented in Private Voluntary Organizations (PVO) country projects. Also, under this contract, the PVO Child Survival operations support will provide A.I.D. with information on timeliness of project reporting, enable sentinel monitoring of key indicators or project performance, and synthesize information on A.I.D.-sponsored consultant assessments.

C.2. Scope of Work

- a. At the request of the FVA/PVC/CSH Project Manager, the Johns Hopkins University Institute for International Programs (JHU/IIP), hereinafter referred to as contractor, will assist A.I.D. to distribute proposal, Detailed Implementation Plans (DIPs), annual reports, mid-term and final evaluation guidelines governing FVA/PVC funded PVO Child Survival projects.
- b. The contractor will plan, organize and provide feedback to A.I.D. on the external technical reviews of PVO Child Survival proposals and project DIPs, and other A.I.D. required project reports when appropriate.
- c. The contractor will assist FVA/PVC/CSH project officers to monitor the PVO Child Survival/Vitamin A country projects by developing a computer database to track PVO grantee submission of DIPs, Annual Reports, Midterm and Final Evaluation reports. The contractor will establish a computer database on key indicators of project performance.
- d. Under this contract, the contractor will track and furnish information to FVA/PVC project officers on FVA/PVC-sponsored consultant visits to PVO Child Survival/Vitamin A projects.

The work will be carried out under the overall direction of Dr. Doris Storms, Coordinator of the PVO Child Survival Support Program at JHU. The day-to-day management and support of the contract activities will be performed by an Information Systems Manager, to be named, with help from the Administrative Assistant, especially during the proposal and DIP reviews.

C.3. Schedule of Activities

Following is the schedule of services to be provided under this contract:

Year 1: April 1, 1990 to September 30, 1990

The CSVI PVO CS grants review was held February 26 to March 4, 1990. The summaries of the technical reviews will be completed. The summaries will include editing of the strengths, comments and recommendations made by the external review consultants for CS VI (FY90) proposals, submitting the technical review summaries to FVA/PVC and assisting in the distribution of the summaries to PVOs that receive CSVI grant funding. At the request of

A.I.D., other PVOs which did not receive awards, but intend to improve proposals and resubmit them will receive technical summaries. A summary of the proposals submitted and the technical reviews, including a numerical technical ranking summary, and a statistical analysis of the projects funded, will also be produced.

March-April 1990: The review of the CSV detailed DIPs will be held April 16 to 20, 1990. Organizing and conducting the review of these country-project DIPs will follow the completion of the proposal review. Responsibilities for this aspect include: tracking incoming DIPs; distributing the DIPs to U.S.A.I.D. missions, Regional Bureaus, program officers, central files, Office of Health & Nutrition, and other A.I.D. offices as necessary; supervising the selection of reviewers and organization of the review; preparation of the review packet materials for consultants, including designing the technical review form; contracting the student recorders; day-to-day logistics of the review sessions; and overseeing the production of the technical review sessions. Additional responsibilities will include: taking rankings and producing ranking summary sheets by PVO, region, etc.; and assisting A.I.D. however necessary through to the final approval process. There are also the tasks of attending the review sessions, and editing the review summaries.

July, 1990: Guidelines for CSVI detailed implementation plans will be reviewed and revised based on the proposal guidelines for these projects.

August, 1990: Based on A.I.D. guidelines for CSVII proposals the requests for assistance will be reviewed and revised.

Further responsibilities include tracking the submission of DIPs, annual reports, midterm and final evaluations by CS projects that were funded from 1985-1990 according to each project's reporting schedule. There are three- and four-year funded projects which have different reporting schedules. This is crucial in assuring that the projects are running smoothly.

Year 2: October 1, 1990 to September 30, 1991

January - March 1991: Organize and conduct the review of CS VII (FY 91) proposals. This will require the same input as that described above for the CSV DIP review.

March-April 1991: Organize and conduct the review of CS VI country-project DIPs following the same steps as outlined above.

July, 1991: Guidelines for CSVII detailed implementation plans will be reviewed and revised based on the proposal guidelines for these projects.

August, 1991: Based on A.I.D. guidelines for CSVIII proposals the requests for assistance will be reviewed and revised.

Track the submission of DIPs, annual reports, midterm and final evaluations by CS projects that were funded from 1985-1991 according to each projects reporting schedule.

Year 3: October 1, 1991 to September 30, 1992

January-March, 1992: Organize and conduct the review of CS VIII (FY 92) proposals. This will require the same input as described above for the CSV detailed implementation plan review.

March-April, 1992: Organize and conduct the review of CS VII country-project detailed implementation plans following the same steps as outlined above.

July, 1992: Guidelines for CSVIII detailed implementation plans will be reviewed and revised based on the proposal guidelines for these projects.

August, 1992: Based on A.I.D. guidelines for CSIX proposals the requests for assistance will be reviewed and revised.

Track the submission of DIPs, annual reports, midterm and final evaluations by CS projects that were funded from 1985-1991 according to each projects reporting schedule.

End of Section C

SECTION D -- PACKAGING AND MARKING

52.252-2, CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

A.I.D. Acquisition Regulation (48 CFR Chapter 7) Clauses

752.7009, Marking (APR 1984)

752.7026, Alternate 70, Reports (JUN 1987)

End of Section D

SECTION E

INSPECTION AND ACCEPTANCE

D.1. 52.252-2, CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)
52.246-5 Inspection of Services - Cost-Reimbursement (APR 1984)

End of Section E

SECTION F -- DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

This contract is April 1, 1990. The estimated completion date is September 30, 1992.

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

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

Federal Acquisition Regulation (48 CFR Chapter 1) Clauses

52.212-13 Stop-Work Order (AUG 1989)--Alternate I (APR 1984)
752.7026 Reports--Alternate 70 (OCT 1989)

End of Section F

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SECTION G -- CONTRACT ADMINISTRATION DATA

G.1. The Cognizant A.I.D. Project Officer is Dr. John McEnaney, FVA/PVC or his designee.

G.2. The funds for this contract are chargeable as follows:

PIO/T	0385002
Project No.	938-0500
Appropriation	72-1101021.7
Budget Plan Code:	EDCA-90-13810-KG11
Allotment	047-38-099-00-76-01
Amount Obligated:	\$350,000.
Total Est. Cost	\$364,651

End of SECTION G

SECTION H -- SPECIAL CONTRACT REQUIREMENTS

H.1. Technical Directions

Performance of the work hereunder shall be subject to the technical directions of the Project Officer, FVA/PVC, Dr. John P. McEnaney. 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.

H.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 Title</u>
Dr. Doris Storms (To Be Named)	Program Director Information Systems Manager

b. The personnel/positions specified above are considered to be essential to the work being performed hereunder.

Unless otherwise agreed to by A.I.D., the contractor shall be responsible for providing the personnel included in the contractor's proposal. Such individuals are considered key personnel. Unless failure to provide the personnel included in the contractor's proposal for the key personnel positions specified above is beyond the control, and without the fault or negligence, of either the individual or the contractor, failure to provide such key personnel may be considered nonperformance by the contractor. Prior to diverting any of the specified individuals to other programs, the contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. Such substitutions must be proposed to the Contracting Officer not later than 30 days after the diversion of any of the specified individuals. 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.

H.3. Level of Effort

- a. The level of effort for the performance of this contract, on which the budget is predicated, shall be 742 person days for direct labor and 356 person days for consultants.
- b. The estimated composition of the total person days of direct labor is as follows:

<u>Position</u>	<u>Person Days</u>
Program Director	35
Information Systems Manager	515
Financial Assistant	108
Recorders	<u>84</u>
Subtotal	742
Consultants	<u>356</u>
Total	1098

- c. With the exception of Key Personnel, it is understood and agreed that the rate of person-days per year may fluctuate in pursuit of the technical objective

provided such fluctuation does not result in the utilization of the total person-days of effort prior to the expiration of the term hereof, and it is further understood and agreed that the number of person-days of effort for any classification, except for the person-days of the key personnel, may be utilized by the contractor in any other direct labor classification if necessary in the performance of the work.

- d. The Contracting Officer may, by written order, direct the contractor to increase the average monthly rate of utilization of effort to such an extent that the total person-days of effort, specified above, would be utilized prior to the expiration of the term hereof. Any such order shall specify the degree of acceleration required, and the revised term hereof resulting therefrom.
- e. The Contracting Officer may, by written order, direct the Contractor to increase the average annual rate of utilization of effort to such an extent that the total person days of effort, specified above, would be utilized prior to the expiration of the term hereof. Any such order shall specify the degree of acceleration required, and the revised term of this contract resulting therefrom.
- f. In the event the contractor fails to furnish the level of effort set forth herein for the specified term, the Contracting Officer may require the contractor to continue performance of the work beyond the estimated completion date until the contractor has furnished the specified level of effort or until the estimated cost of the work for such period shall have been expended.

NOTE: The provision of some or all of this effort may be provided through subcontracts and/or consultants. However, pursuant to the clause of this contract entitled "Subcontract Under Cost Reimbursement and Letter Contracts - APR 1984," such subcontracts may require the prior written approval of the Contracting Officer; and, pursuant to the clause of this section entitled "Personnel Compensation", consultants may require prior written approval of the A.I.D. Project Officer or the Contracting Officer, as specified therein.

H.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 clauses of this section entitled "Personnel Compensation" and "Allowable Cost and Payment," 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) Annual Salary Increases. Annual salary increases may not exceed those provided by the contractor's established policy and practice. With respect to employees performing work under this contract, the maximum amount paid under this contract is one annual salary increase of not more than 5% of the employee's base salary, subject to the contractor's established policy and practice, after the employee's completion of each twelve month period of satisfactory services under the contract. 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.

(4) 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.

NOTE: The daily rate of a Foreign Service Officer class 1 (FS-1) is determined by dividing the annual salary by 260 days. Any approvals issued by the A.I.D. Project Officer pursuant to paragraph 3 and 4 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.

b. 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.

H.5. "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 Office 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 A.I.D. 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 USAID 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.

H.6. Travel Expenses

(a) 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.

(b) 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.7. Procurement and Subcontracting

(a) Authorized Geographic Code. With reference to the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" (AIDAR 752.7004), the following applies:

(1) All goods/commodities shall have their source and origin in the United States (A.I.D. Geographic Code 000), except as A.I.D. may otherwise agree in writing.

(2) Ocean shipping financed hereunder shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States (A.I.D. Geographic code 000). see the clauses of this contract entitled "Preference for Privately-Owned U.S.-Flag Commercial Vessels" (FAR 52.247.64) and "Source and Nationality Requirements for Procurement of Goods and Services" (AIDAR 752.7004).

(3) Except as A.I.D. may otherwise agree, in writing, marine insurance shall be placed only with insurance companies located in the United States (A.I.D.

Geographic Code 000); and authorized to do marine insurance business in any State of the United States. See the clause of this contract entitled "Source and Nationality Requirements for Procurement of Goods and Services" (AIDAR 752.7004).

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

(5) Except as A.I.D. may otherwise agree in writing, incidental services (defined as installation or erection of A.I.D.-financed equipment or the training of personnel in maintenance, operation, and use of such equipment) shall be financed only with citizens or firms of any country included in A.I.D. Geographic Code 935, except that non-U.S. citizens lawfully admitted for permanent residence in the United States are eligible regardless of their citizenship.

(b) Approvals. All purchases of nonexpendable equipment (i.e., property which is complete in itself, does not lose its identity or become a component part of another article when put into use, is durable with an expected service life of two years or more, and which has a unit cost of more than \$500) will require approval of the Contracting Officer. Any approvals given pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way. The contractor shall retain copies of all such approvals for audit purposes.

(c) Competition and Subcontracting. The contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled "Competition in Subcontracting" (FAR 52.244-05). Notwithstanding any approvals issued by the cognizant A.I.D. Project Officer pursuant to paragraph (2) of this Article, the contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled "subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02).

(d) Automation Equipment. Notwithstanding paragraph (2) of this Article, the contractor must obtain the approval of the Contracting Officer for any purchases of automation equipment (e.g., computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000. The Contracting Officer, must, in turn, have the concurrence of AID/W, M/SER/IRM before providing any such approvals.

H.8. Ordinary Course of Business. With respect to the contract clause entitled "Allowable Cost and Payment" (FAR 52.216-07), "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

SECTION I -- Contract Clauses

CLAUSES INCORPORATED BY REFERENCE, FAR 52.252-2 (JUN 1988)

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

Federal Acquisition Regulation (48 CFR Chapter 1)

- 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 (OCT 1988)
- 52.203-10 Remedies for Illegal or Improper Activities (MAY 1989)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
- 52.215-1 Examination of Records by Comptroller General (APR 1984)
- 52.215-2 Audit-Negotiation (DEC 1989)
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (APR 1988)
- 52.215-23 Price Reduction for Defective Cost or Pricing Data -- Modifications (APR 1988)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1985)
- 52.215-27 Termination of Defined Benefit Pension Plans (SEP 1989)
- 52.215-33 Order of Precedence (JAN 1986)
- 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 (FEB 1990)
- 52.219-13 Utilization of Women-Owned Small Businesses (AUG 1986)
- 52.219-14 Limitations on Subcontracting (OCT 1987)
- 52.220-1 Preference for Labor Surplus Area Concerns (APR 1984)
- 52.220-3 Utilization of Labor Surplus Area Concerns (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 Pre-award Clearance of Subcontracts (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)
- 52.223-6 Drug-Free Workplace (MAR 1989)
- 5.225-3 Buy American Supplies (JAN 1989)
- 52.225-11 Certain Communist Areas (APR 1984)
- 52.225-13 Restrictions on Contracting with Sanctioned Persons (MAY 1989)
- 52.227-1 Authorization and Consent (APR 1984)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
- 52.227-11 Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
- 52.227-14 Rights in Data - General (JUN 1987)
- 52.228-4 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-7 Insurance-Liability to Third Persons (APR 1984)
- 52.232-17 Interest (APR 1984)
- 52.232-22 Limitation of Funds (APR 1984)
- 52.232-23 Assignment of Claims (JAN 1986)
- 52.232-25 Prompt Payment (APR 1989)
- 52.232-28 Electronic Funds Transfer Payment Methods (APR 1989)
- 52.233-1 Disputes (APR 1984) & Alternate 1
- 52.233-3 Protest After Award (AUG 1989) & Alternate 1
- 52.242-1 Notice of Intent to Disallow Costs (APR 1984)
- 52.243-2 Changes-Cost Reimbursement (AUG 1987) & Alternate II (APR 1984)
- 52.243-7 Notification of Changes (APR 1984)
- 52.244-2 Subcontracts (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)
- 52.246-25 Limitation of Liability-Services (APR 1984)
- 52.249-6 Termination (Cost-Reimbursement) (MAY 1986)

A.I.D. Acquisition Regulation (48 CFR Chapter 7)

- 752.202-1 Alternate 70 A.I.D. Definitions Clause -- General Supplement for Use in All A.I.D. Contracts (APR 1984)
- 752.209-70 Requirement for Past Performance References (NOV 1982)
- 752.228-7 Insurance--Liability to Third Persons (APR 1984)
- 752.232-70 Letter of Credit Advance Payment (OCT 1989)
- 752.7001 Biographical Data (DEC 1988)
- 752.7002 Travel Expenses and Transportation and Storage Expenses (JAN 1990)

752.7003 Documentation for Payment (APR 1984)
752.7004 Source and Nationality Requirements (APRIL 1989)
752.7005 Language, Weights, and Measures (APR 1984)
752.7006 Notices (APR 1984)
752.7007 Personnel Compensation (AUG 1984)
752.7008 Use of Government Facilities or Personnel
(APR 1984)
752.7009 Marking (APR 1984)
752.7020 Organizational Conflicts of Interest (MAR 1985)
752.7025 Approvals (APR 1984)
752.7026 Reports (OCT 1989)
752.7027 Personnel (APR 1984)
752.7031 Leave and Holidays (OCT 1989)

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...".

End of Section I

SECTION J - LIST OF ATTACHMENTS

This section is not applicable.

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

The Representations and certifications included in the contractor's April 13, 1990 proposal is hereby incorporated by reference and made a part of this contract.

AID 1350-1 (3 87) *PIO/T	AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Centrally Funded	Page 1 of Pages
	PROJECT IMPLEMENTATION 'ORDER/TECHNICAL SERVICES	2. PIO/T No. 0385002	3. <input checked="" type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title Johns Hopkins University (JHU) Institute of International Programs 938-0500	

DISTRIBUTION Date Posted: <u>4-18-90</u> PFM/FM/A/PNF Initials: <u>R. Anderson</u> FUNDS RESERVED BY:	5. Appropriation Symbol 72-1101021.7	6. Budget Plan Code EDCA-90 13810 KG11 047-38-099-00-76-01	
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	8. Project Assistance Completion Date (Mo., Day, Yr.)	
	9. Authorized Agent AID/W	10. The PIC/T is in full conformance with PRO/AG ??: Date	
	11a. Type of Action and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other	11b. Contract/Grant/Cooperative Agreement/ PASA/RSSA Reference Number (if this is an Amendment)	

12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No <u>1</u>)					
Maximum AID Financing Available	A Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		- 0 -	350,000	-0-	350,000
	B U.S.-Owned Local Currency				

14A Instructions to Authorized Agent

SER/OP/W/MS is requested to negotiate and execute a 3-year contract with Johns Hopkins University, Institute for International Program (JHU) effective from April 1, 1990 through September 31, 1992. Initial funding of \$350,000 is provided for expenditures during the period of this contract.

14B Address of Voucher Paying Office

AID/M/FM/PAFD, Washington, D.C. 20523

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.

A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate. AID/FVA/PVC, John McEhaney	Phone No. Date <u>4/2/90</u>	B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. AID/FVA/PVC, Larry Tanner	Date <u>4/11/90</u>
C. AID/FVA/PVC, Lenora Watlington	Date <u>4/2/90</u>	D. Funds for the services requested are available	Date
E. AID/FVA/PPM, Emmalita Jefferson	Date <u>4-11-90</u>		

16. For the Cooperating Country The terms and conditions set forth herein are hereby agreed to Signature _____ Date _____ Title _____	17. For the Agency for International Development Signature <u>Robert A. Mar... 4/11/90</u> Title <u>Actg Dir, FVA/PPM</u>
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*See HB 3, Sup A, App C, Att B, for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject an employee to disciplinary action

OFFICE OF FINANCIAL MANAGEMENT