

P. 21

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1 33
2. CONTRACT (Proc. Inst. Ident.) NO. HRN-5970-C-00-2040-00	3. EFFECTIVE DATE August 31, 1992	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Section G of the Contract	
5. ISSUED BY	6. ADMINISTERED BY (If other than Item 5)		

AGENCY FOR INTERNATIONAL DEVELOPMENT
 PA/OP/A/HRN, Mr. C.L. Byrne
 Room 1532, SA-14
 Washington, D.C. 20523-1427
 (202) 875-1155

See Section G of the Contract

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

AMERICAN NATIONAL RED CROSS
 Office of International Services
 17th and D Streets, NW
 Washington, D.C. 20006
 (202) 639-3306

8. DELIVERY
 FOB ORIGIN OTHER (Specify below)

9. DISCOUNT FOR PROMPT PAYMENT
 N/A

BEST AVAILABLE DOCUMENT

CEC: 00-426-531A
 TIN: 53-0196605

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:
 ITEM 12

11. SHIP TO/MARK FOR

N/A

12. PAYMENT WILL BE MADE BY

See Section G of the Contract

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(k)(1) 41 U.S.C. 253(c)(1)

14. ACCOUNTING AND APPROPRIATION DATA

See Section G of the Contract

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
N/A	Contractor shall provide up to twelve (12) Technical Advisors in AIDS and Child Survival (TAACS) to the Agency for International Development.	LOT	XXX	XXXXX	

16G. TOTAL AMOUNT OF CONTRACT \$6,475,346

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE *Incorporated by Ref.

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 4 copies to issuing office) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (Attachments are listed herein)

18. AWARD (Contractor is not required to sign this document.) 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)
 Gerald R. Jones Director, International Relief & Development

19B. NAME OF CONTRACTOR
 BY *Gerald R. Jones*
 (Signature of person authorized to sign)

19C. DATE SIGNED
 9/29/92

20A. NAME OF CONTRACTING OFFICER
 STEPHEN A. DEAN
 Chief, Division A

20B. UNITED STATES OF AMERICA
 BY *Stephen A. Dean*
 (Signature of Contracting Officer)

20C. DATE SIGNED
 9/29/92

SECTION B
CONTRACT HRN-5970-C-00-2040-00
SUPPLIES OR SERVICES AND PRICES/COST

B.1 PURPOSE

The purpose of this Contract is for the provision of up to twelve (12) Technical Advisors in AIDS and Child Survival (TAACS) to the Agency for International Development.

B.2 SUPPLIES AND SERVICES

This is a Cost Reimbursement, No-Fee, Level-of-Effort Contract. For the consideration set forth below, the Contractor shall provide the services set forth in Section C of this Contract in accordance with the following illustrative level-of-effort (all in person-months):

Task Category	Year 1	Year 2	Year 3	Year 4	Option	
					Year 5	Total
Director	1.2	1.2	1.2	1.2	1.2	6
Supervisor	1.2	1.2	1.2	1.2	1.2	6
Project Dir.	12	12	12	12	12	60
Admin Asst.	12	12	12	12	12	60
Advisor I	12	12	12	12	12	60
Advisor II	12	12	12	12	12	60
Advisor III	12	12	12	12	12	60
Advisor IV	12	12	12	12	12	60
Advisor V	12	12	12	12	12	60
Advisor VI	12	12	12	12	12	60
Advisor VII	12	12	12	12	12	60
Advisor VIII	0	12	12	12	12	48
Advisor IX	0	12	12	12	12	48
Advisor X	0	12	12	12	12	48
Advisor XI	0	12	12	12	12	48
Advisor XII	0	12	12	12	12	48
TOTALS	110.4	170.4	170.4	170.4	170.4	792

The TAACS called for hereunder shall be placed in USAID/ Washington, in one of the USAID Missions or Regional Development Offices overseas, or other sites as may be agreed to by the Contractor and approved by the Contracting Officer in advance and in writing.

Contract HRN-5970-C-00-2040-00
Section B - Supplies or Services and Prices/Costs

The Contractor shall not exceed the level-of-effort indicated for each year of the Contract unless specifically authorized, in advance, in writing by the Contracting Officer.

B.3 TOTAL ESTIMATED COST, FIXED FEE, AND FINANCING

a. TOTAL ESTIMATED COST AND FIXED FEE

The total estimated cost for performance of the work required hereunder is \$6,475,346. There is no fee on this contract. The Contracting Officer may award a one (1) year option for a fifth year under this Contract for a total estimated cost of \$1,913,210. Such an option shall be issued by a unilateral modification to this Contract not later than sixty (60) days prior to the estimated completion date of this Contract.

b. FUNDS OBLIGATED

The funds presently available and obligated under this contract are limited to \$2,592,170, and the Contractor shall not exceed this amount unless approved in writing by the Contracting Officer as provided in the clause of this contract entitled "Limitation of Funds". It is estimated that the amount currently obligated will be sufficient to fund this contract through September 30, 1993.

c. SOURCE OF FUNDS

The source of funding for this contract is the R&D/Health Technical Office, i.e., A.I.D./Washington's Bureau for Research and Development, Office of Health.

B.4 BUDGET

- a.** The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost, and the fixed fee, if any, for providing the services and other deliverables specified in this contract. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in Section B.3.a. above, or the obligated amount set forth in Section B.3.b. above, whichever is less. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below by more than 15% of such line item, except for indirect costs, which are governed by Section B.6. below.

b. Itemized Budget

The following is the itemized budget for this Contract:

	Base Contract	Option Year	Total
Salaries (Home Office)	\$ 293,006	\$ 80,720	\$ 373,726
Salaries (Advisors)	3,370,634	1,030,825	4,401,460
Fringe Benefits	613,674	233,425	847,098
Indirect Costs (Home Office)	167,013	46,011	213,024
Indirect Costs (Off Site)	384,252	117,514	501,766
Travel & Transportation	344,000	72,000	416,000
Allowances	1,069,000	286,000	1,355,000
Equipment	124,800	9,000	133,800
Other Direct Costs	93,083	33,180	126,263
Subtotal	\$6,459,463	\$1,908,675	\$8,368,137
Audit (.3%)	15,884	4,535	20,419
Total	\$6,475,346	\$1,913,210	\$8,388,556

- c. The inclusion of a dollar amount for salaries and wages, 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 Sections H-7 and H-8 of this contract for prior written approval by the A.I.D. official indicated therein.
- d. The inclusion of any costs in the above budget does not obviate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract including the applicable cost principles (see the clause of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07]), nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract.
- e. 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.
- f. The above budget includes the \$6,845 in pre-contract authorizations signed by the Contracting Officer in the August 28, 1992 letter transmitted to the Contractor.

f. All purchases of nonexpendable equipment require approval of the Contracting Officer, except as specified in Section H. Approvals provided pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way.

B.5 ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment", 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 provisional, final, or revised predetermined 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 provisional or predetermined rate(s) applied to the base(s) which is (are) set forth below:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits	15%	1/	1/	1/
Overhead (Home Office/On-Campus)	57%	2/	2/	2/
Overhead (Off-Site)	11.4%	3/	3/	3/
A-133 Audit	.3%	4/	4/	4/

- 1/ Base of Application: Direct Labor
Type of Rate: Provisional
Period: Effective Date of Contract until Amended
- 2/ Base of Application: On-Site Direct Labor
Type of Rate: Provisional
Period: Effective Date of Contract until Amended
- 3/ Base of Application: Off-Site Direct Labor
Type of Rate: Provisional
Period: Effective Date of Contract until Amended
- 4/ Base of Application: Total Direct Costs
Type of Rate: Provisional
Period: Effective Date of Contract until Amended

B.6 ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

- a. Notwithstanding any other clause of this contract, for each of the Contractor's accounting periods during the term of this contract, the parties agree as follows:

The distribution base for establishment of final fringe benefit rates is direct labor.

The distribution base for establishment of final on-site overhead rates is on-site direct labor.

The distribution base for establishment of final off-site overhead rates is off-site direct labor.

The distribution base for establishment of final A-133 audit rates is total direct costs.

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

- b. Reimbursement for indirect costs shall be at final negotiated final or predetermined rates, but not in excess of the following ceiling rates:

<u>For Accounting</u> <u>Period Ending</u>	<u>A-133</u> <u>Audit</u>	<u>On-Site</u>	<u>Overhead Rate</u> <u>Off-Site</u>	<u>Fringe</u> <u>Benefits</u>
Effective Date of Contract Through 9/30/1997	.3%	57%	11.4%	21%

- c. The Government shall not be obligated to pay any amount on account of indirect costs above the ceiling rates established herein.
- d. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.7 COSTS REIMBURSABLE, PAYMENT, AND LOGISTIC SUPPORT TO THE CONTRACTOR

a. COSTS REIMBURSEABLE

In accordance with the clauses of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), the Contractor shall be reimbursed in U.S. dollars for reasonable, allowable, allocable, and necessary costs incurred during performance of this contract, subject to the clauses of this contract

entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), and other applicable terms and conditions of this contract.

b. PAYMENT

1. Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Prompt Payment" (FAR 52.232-25), "Electronic Funds Transfer" (FAR 52.232-28), "Documentation for Payment" (AIDAR 752.7003), and, if applicable, "Fixed Fee" (FAR 52.216-08) and "Letter of Credit Advance Payments" (AIDAR 752.232-70).
2. Payment shall be made by the payment office designated in Section G.1. of this contract in accordance with the clause of this Contract entitled "Letter of Credit Advance Payments" (AIDAR 752.232-70).

c. LOGISTICAL SUPPORT

1. The Contractor shall be responsible for providing or arranging for all logistic support in the United States and shall generally be responsible for providing or arranging for all logistic support for its overseas performance of this contract. However, USAID Missions shall provide housing and household effects for TAACS retained under this Contract. In the event USAID missions do not provide this support, the Contractor shall not incur costs for housing and shipment of household effects unless authorized in writing by the Contracting Officer.
2. To the extent that a USAID Mission or a cooperating country provides logistic support for the Contractor's overseas performance under this contract, the costs of such logistic support shall not be charged by the Cooperating Country and/or the USAID Mission to the Contractor, and shall not be charged by the Contractor to this contract unless approved in advance and in writing by the Contracting Officer. Logistic support provided in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director, in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall prescribe.
3. If, under emergency circumstances, it is necessary for an USAID Mission to pay for any in-country costs on behalf of the Contractor in order to facilitate implementation of any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract, provided the Contractor has advanced written approval

from the Contracting Officer (however, see Section B.7.[d][2] above, wherein logistic support to be provided by the Mission will be provided without charge). Under no circumstances will the Mission recoup those costs via an Advice of Charge (AOC) to the payment office. In addition, in order to maintain the Contractor's responsibility for compliance with the clauses of this contract entitled "Limitation of Cost" and "Limitation of Funds", a Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount which may be paid.

END OF SECTION B

SECTION C
CONTRACT HRN-5970-C-00-2040-00
DESCRIPTION, SPECIFICATIONS, OR WORK STATEMENT

1.0 Background

In 1985, in response to the growing need to improve the health and well being of children in developing countries, the U.S. Congress mandated special funding to be used for Child Survival activities. This initiative took place at the same time that the Agency for International Development's (A.I.D.'s) permanent staff was being reduced and as its monitoring and oversight needs were increasing. Recognizing the need for additional staff to assist in the planning, preparation, implementation and evaluation of activities to fulfill the Child Survival mandate, in 1987, the Congress authorized the use of funds in the Foreign Assistance Appropriations Act to "reimburse the U.S. Public Health Service for the services of employees" engaged in such work. In the following years, this authority was broadened to include reimbursement for personnel from institutions of higher learning, state government agencies, and in 1989, for personnel obtained under contract from private and voluntary organizations (PVOs). The mandate was also enlarged to cover AIDS programs as well as Child Survival, all under a program called "Technical Advisors in AIDS and Child Survival (TAACS)".

2.0 Objective

The objective of this Contract is to provide the Agency for International Development (A.I.D.) with technical assistance and support services related to the recruitment and logistical/administrative support of Technical Advisors in AIDS and Child Survival (TAACS).

3.0 Scope of Work

- 3.1. The Contractor shall recruit, place and provide logistical/managerial and administrative support for up to twelve (12) Technical Advisors in AIDS and Child Survival (hereinafter referred to as TAACS) in accordance with the matrix contained in Section B of this Contract. These individuals shall be responsible for the provision of technical and managerial assistance in the design, implementation and evaluation of child survival and AIDS activities of the Agency for International Development in both its Washington Offices and Overseas Missions.

- 3.2. The Contractor shall be responsible for the development and maintenance of a roster of candidates for TAACS positions. The Contractor shall maintain applications for appropriate candidates on file, accessible by specific skills and language qualifications.
- 3.3. Upon receipt of a written Statement of Work from the Contracting Officer's Technical Representative (COTR), as identified in Section H of this Contract, the Contractor shall identify up to three candidates suitable to meet the requirements of the Statement of Work within six weeks of receipt of the request, taking into account not only skills and experience, but also availability within a reasonable period. The COTR shall review qualifications of candidates nominated, and forward resumes of those it considers qualified to the Mission and/or appropriate office for approval. Upon receipt of the approval, the Contractor shall submit an AID Form 1420-17 (Biographical Data Sheet Attachment 6 to the Contract) and an estimated budget for the individual selected. Under no circumstances shall the Contractor make an offer to an individual until written approval is obtained from the Contracting Officer.
- 3.4 Upon receipt of Contracting Officer approval, the Contractor shall retain the individual selected as an employee of the Contractor. The Contractor shall provide the individuals selected for both domestic and overseas assignments, an orientation, of not more than one week, to the Red Cross, its organization, philosophy and procedures. The Contractor shall coordinate with the COTR to ensure completion of Orientation to AID and its procedures. This orientation shall be provided to the Contractor by the Agency for International Development.
- 3.5 The Contractor shall provide the services required to provide technical advice and management capabilities to the USAID Washington offices or Overseas Missions on various issues related to AIDS and Child Survival. These tasks and issues shall vary according to the specific circumstances under which the individual is employed, but may include program design, implementation, monitoring, and evaluation; technical consultation, donor coordination, liaison with PVOs and other non-governmental organizations; and coordination with other USAID Health and Mission or Officer personnel.
- 3.6 The Contractor shall be responsible for obtaining all required Security and Medical Clearance documentation. The Contractor shall use the forms provided as Attachments 1 and 2 to this Contract. The Contractor shall ensure that all forms submitted to USAID are complete and accurate.

3.7 The Contractor shall provide all necessary logistical, administrative, and managerial support to the approved candidate(s) and dependent(s). This shall include, but not necessarily be limited to travel arrangements, packing, shipment and storage, and notification of both the COTR and the Overseas Mission of the Estimated Time of Arrival. USAID Missions shall provide housing and household effects for TAACS assigned under this Contract. If a mission does not provide housing and household effects, the Contractor shall not incur costs for these items unless authorized in writing, in advance, by the Contracting Officer.

3.8 The Contractor shall be responsible for the provision of all non-expendable equipment and supplies for the individuals selected. The Contractor shall ensure that all required Contracting Officer approvals are obtained in writing prior to the purchase of non-expendable equipment and supplies.

4.0 Supervision and Evaluation

In accordance with the TAACS legislation, the TAACS placed under this contract shall be employees of the American National Red Cross. However, day-to-day operational control of the advisors shall be the responsibility of the AID Office or Mission where the advisor is located. The American Red Cross shall maintain contact with the COTR identified in this contract to ensure continuity of an effective working relationship between the advisors and the AID Offices/Missions where the TAACS are located.

The TAACS shall be evaluated on an annual basis by the A.I.D. Office or Mission where the individual advisors are located using the TAACS evaluation form, included as Attachment 3 to this contract or as amended.. The evaluations shall be reviewed in the Mission or Office and forwarded to the COTR. Copies shall be provided to the Contractor for use in their evaluation system. These evaluations shall be maintained by the contractor, and annotated as appropriate, as a basis for review during the mid-term and final evaluations of the Contract.

5.0 Midterm Evaluation

A mid-term evaluation of the contract shall be carried out by AID at the end of the first 24 months of the Contract to determine any changes to be made to improve the implementation of the contract.

6.0 Reporting Requirements

- 6.1 The Contractor shall provide semi-annual reports to A.I.D. These reports shall be in a format mutually agreed to by the Contractor and the COTR and shall include, at a minimum, the status of recruitment and processing, summary of activities of TAACS, issues, and financial status.
- 6.2 In addition the Contractor shall provide quarterly financial reports detailing the status of funds according to specified categories of expenditures and accruals. The format shall be in accordance with the cost principles governing this Contract and with any special formats agreed to by the Contractor and the COTR.
- 6.1 Within one month from the signing of the Contract, the Contractor shall present a detailed outline to R&D/H for approval, elaborating on procedures to be followed in each of the above areas; i.e., recruitment, processing, backstopping, supervision, evaluation, reporting.

END OF SECTION C

SECTION D
CONTRACT HRN-5970-C-00-2040-00
PACKAGING AND MARKING

- D.1 Pursuant to the clause of this contract entitled "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor shall include at a minimum, the Project Title, the Project Number, and the Contract Number.
- D.2 Reports and any other deliverables shall be packaged and marked with the Contractor's best practice to ensure safe arrival at destination.

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END OF SECTION D

SECTION E
CONTRACT HRN-5970-C-00-2040-00
INSPECTION AND ACCEPTANCE

E.1 Inspection and acceptance of all services and reports and other deliverables required hereunder shall be made by the Contracting Officers Technical Representative (COTR) as identified in Section H of this Contract via a certificate of conformance (Contractor format). Inspection and Acceptance shall take place at the Agency For International Development, Washington, D.C. 20523.

E.2 FAR 52.252-2 "CLAUSES INCORPORATED BY REFERENCE"

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

FAR 52.246-6 Inspection of Services - Cost Reimbursement (APR 1984)

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END OF SECTION E

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SECTION F
CONTRACT HRN-5970-C-00-2040-00
DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

The effective date of this Contract is August 31, 1992, and the estimated completion date is September 30, 1996. At a time not later than sixty (60) days prior to the estimated completion date, the Contracting Officer may choose to exercise a one year option as contained in the level-of-effort chart in Section B and in the itemized budget in Section C.

F.2. DOCUMENTATION REQUIREMENTS

In addition to the requirements set forth for submission of reports in the clause of this contract entitled "Reports: (AIDAR 752.7026)", the Contractor shall submit all reports called for in Section C of this Contract in accordance with the schedule identified in Section C.

F.3 OTHER REPORTING REQUIREMENTS

In addition to the requirements set forth under the clause of this contract entitled "Rights in Data - General" (FAR 52.227-14), the Agency for International Development reserves the right to review and approve for publication any and all contract publications and documents prior to their issuance as well as production of any audio-visual materials to be funded by the contract. One copy of all papers and documents on subprojects funded by this contract to be presented at conferences or submitted for publication shall be sent to the COTR prior to presentation or submission.

The Contractor shall immediately notify the COTR and the Contracting Officer, in writing, in the event that circumstances arise that have or may have an adverse impact on timely performance of the contract or the occurrence of unanticipated costs under this contract. This provision is applicable to all subcontracts as well as to the prime contract, except that the subcontractor shall notify the prime contractor and the prime contractor shall notify A.I.D..

F.4 FAR 52.252-02 "CLAUSES INCORPORATED BY REFERENCE"

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

FAR 52.212-13 Stop Work Order (AUG 1989)

END OF SECTION F

SECTION G
CONTRACT HRN-5970-C-00-2040-00
CONTRACT ADMINISTRATION DATA

G.1 PAYMENT OFFICE

The payment office, and the office to which requests for payment shall be sent, is:

AGENCY FOR INTERNATIONAL DEVELOPMENT
PFM/FM/CMPD/DCB
Room 700, SA-2
Washington, DC 20523-0209.

G.2 POST AWARD CONTRACT ADMINISTRATION OFFICE

The post-award contract administration office is:

AGENCY FOR INTERNATIONAL DEVELOPMENT
FA/OP/A/HRN
Room 1532, SA-14
Washington, DC 20523-1427.
(703) 875-1155

G.3 ACCOUNTING AND APPROPRIATION DATA

Funds currently obligated in this contract are chargeable as follows:

PIO/T	:	936-5970-2690975
Appropriation Symbol:	:	72-112/31021.8
Allotment Number	:	Not Applicable
Budget Plan Code	:	FDH2-92-16900-V900
Amount Obligated	:	\$200,000
Type of Funds	:	OE

PIO/T	:	936-5970-2690975A1
Appropriation Symbol:	:	72-112/31021.8
Allotment Number	:	Not Applicable
Budget Plan Code	:	FDH2-92-16900-V913
Amount Obligated	:	\$530,070
Type of Funds	:	OE

Contract HRN-5970-C-00-2040-00
Section G - Contract Administration Data

PIO/T : 936-5970-2691759
Appropriation Symbol: 72-112/31021.8
Allotment Number : 268-36-099-00-20-21
Budget Plan Code : DDH2-92-16900-KG11
Amount Obligated : \$1,862,100
Type of Funds : PROJECT

Previous Obligations: \$ 0
Obligated This Action: 2,592,170
Cumulative Obligation: \$ 2,592,170

Total Estimated Cost: \$ 6,475,346
Remaining Obligation
Authority: \$ 3,883,176

CEC NUMBER: 00-426-531A
TIN: 53-0196605

NOTE: The Contractor shall only incur charges against the PIO/Ts labeled OE funds for the purposes identified in writing by the Project Officer and approved as part of each individual advisors budget as approved by the Contracting Officer.

G.4 CONTRACTOR'S PAYMENT ADDRESS

Payments shall be made to the Contractor either by electronic funds transfer or by check mailed to the address shown on the cover page of this contract, unless otherwise indicated below:

N/A

END OF SECTION G

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SECTION H
CONTRACT HRN-5970-C-00-2040-00
SPECIAL CONTRACT REQUIREMENTS

H-1 PROCUREMENT INTEGRITY/POST-EMPLOYMENT RESTRICTIONS

In as much as individuals retained as TAACS are functioning, in accordance with the TAACS Legislation, as U.S. Government Employees, these individuals are subject to Procurement Integrity and Post-Employment Regulations and Restrictions. All individuals retained under this Contract shall have read and completed Attachment 4 to this Contract entitled "Procurement Integrity Certification (Government Employee). In addition, all individuals retained under this Contract shall read and sign an acknowledgement that they have read and received Attachment 5 to this Contract entitled "Employee Standards of Conduct".

H-2 OPTION EXERCISE

The Contracting Officer may, by unilateral written notice to the Contractor, exercise a one-year option to this Contract with a level-of-effort not to exceed 170.4 person-months and a cost not to exceed \$1,913,210. Such an option shall be issued by a unilateral modification to this Contract not later than sixty (60) days prior to the estimated completion date of this Contract.

The total level-of-effort, including the option period, under this Contract shall not exceed 792 person-months.

H-3 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

1. For this Contract, the Contracting Officer has designated Dale Gibb, R&D/H, Agency for International Development, Washington, D.C. to act as the Contracting Officer's Technical Representative. The Contractor may direct all questions of a technical nature to the COTR. The COTR is only authorized to furnish information regarding the scope of work and requirements set forth in this contract. Any information furnished shall be within the general scope of work.
2. The COTR may not make any commitments, changes or provide information that:
 - a. assign additional work under the contract;

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- b. direct a change as defined in the contract clause entitled "Changes";
 - c. address personnel or consultant compensation under the Contract;
 - d. increase or decrease the Contract price or time required for performance; or
 - e. change any terms, conditions or specifications of the Contract.
3. Except as specified elsewhere in this Contract, the COTR shall not provide supervisory or instructional information to the Contractor.
 4. Any proposed changes, in violation of paragraph (2) shall be brought to the immediate attention of the Contracting Officer for action under the "Notification of Changes" clause. The Contractor shall not undertake any activity which it considers to constitute a change without the specified approval and written consent of the Contracting Officer.
 5. The COTR is authorized to monitor all phases of the Contractor performance, excluding performance of subcontractors, in order to determine compliance with the technical requirements of the Contract.
 6. IT IS FURTHER REEMPHASIZED THAT THE COTR HAS NO AUTHORITY TO MAKE CHANGES TECHNICAL OR OTHERWISE THAT AFFECT THE PRICE, TERMS AND/OR CONDITIONS OF THE CONTRACT. ONLY THE CONTRACTING OFFICER IS EMPOWERED WITH SUCH AUTHORITY.

H-4 GOVERNMENT FURNISHED PROPERTY FOR USE UNDER THIS CONTRACT

The Contractor intends to use the following equipment from existing or completed contracts in the completion of this Contract:

CONTRACT NO.

EQUIPMENT

NONE

H-2

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H-5 SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002) AND "PERSONNEL" (AIDAR 752.7027)

- a. In accordance with each of the above clauses of this contract, whereunder the Contractor must obtain the Contracting Officer's prior written approval for all international travel under this contract, 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 COTR prior to their assignment abroad. Such concurrence must be within the terms of this contract, is subject to availability of funds, and shall not be construed as authorization to increase the total estimated cost of this contract or to exceed the obligated amount, whichever is less. A copy of each concurrence issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.
- b. After approval of the proposed international travel, the Contractor shall notify the USAID Mission and the COTR of the arrival date and time and flight identification of A.I.D. financed travellers.

H-6 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to applicable clauses of this contract entitled "Workers' Compensation Insurance (Defense Base Act)", A.I.D.'s current insurance carrier for, and from which the Contractor shall purchase, DBA insurance is:

Wright & Co.
1400 I Street N.W.
Washington, D.C. 20005
Telex 440508
(202) 289-0200
(800) 424-9801

H-7 PERSONNEL COMPENSATION

a. Limitations

Personnel compensation shall be in accordance with AIDAR Clause 752.7007 entitled "Personnel Compensation". Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with Section B.7. of this contract, and the clause of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on items which otherwise might be reasonable, allocable and allowable.

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Section H - Special Contract Requirements

1. 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. This shall also be applicable if the Contractor intends to retain an individual or individuals whose salary or compensation during any period during the preceding three years is on a United Nations, World Bank, or any other International Organization which utilizes United Nations or World Bank pay scales. Specifically, approval of a salary based on a salary history from one of these organizations shall obtain approval from the Contracting Officer before such a salary may be paid. 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 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. 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 promptly to his point of origin by the most direct and expeditious air route.
4. Annual salary increases paid under this contract shall not exceed 4.0 %. With respect to employees performing work directly under this contract, ONE ANNUAL SALARY INCREASE may, subject to the Conditions established above, be granted either after the employee's completion of each twelve-month period of satisfactory services under this contract (if the individual was not a regular employee of the Contractor prior to award of this contract) or after the employee's completion of each twelve-month period of satisfactory job performance as a regular employee of the Contractor (if the individual was a regular employee of the Contractor prior to award of this contract). Annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

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Section H - Special Contract Requirements

- b. In addition to the requirements set forth above, the Contractor, for each consultant utilized, shall maintain a file which includes:
- a. A completed A.I.D. Form 1420-17 (Biographical Data Sheet) which includes the following language:

"The information provided herein constitutes cost or pricing data. The individuals certification in Block 20 above and the Contractor's certification on the reverse of this form are material representations of fact upon which reliance will be placed, and concerns a matter within the jurisdiction of an Agency of the United States. The making of false, fictitious, or fraudulent certifications may render the maker subject to prosecution under Title 18, United States Code Section 1001".
 - b. Written documentation that each individual or organization listed on the A.I.D. Form 1420-17 has been contacted and that the salary history submitted are accurate and do not include any costs for overhead, travel, per diem, etc. In addition, the name, address, and telephone number of the person contacted shall be retained in the file.
 - c. Written legal opinion from appropriate legal counsel, or explanation why such an opinion was not necessary, that the use of the individual under this Contract is appropriate under post-employment restrictions and or procurement integrity legislation if the individual has (1) left the employment of the Agency for International Development during the immediate two-year period prior to their use under the Contract; (2) is on a leave without pay status from a federal, state, or local agency;
 - d. The Contractor shall, upon written or verbal request from the Contracting Officer (or a designated member of his/her Contracting Staff), make these files available within twenty-four (24) hours of the request.
 - e. The Contractor shall ensure that no individual receives dual compensation with regard to State and Federal funds. (NOTE: Daily rates are determined by dividing the consultant's annual compensation by 260 days). Six-day work weeks may be authorized for work performed overseas by obtaining the prior written approval of the COTR. No overtime premium or pay is authorized under this Contract.
2. Third Country National (TCN) and Cooperating Country National (CCN) Compensation

No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract has the prior written approval of the Contracting Officer. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed the least of either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the USAID Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in writing in advance by the Contracting Officer.

3. Work Week

U.S. Employees. The work week for the Contractor's U.S. employees shall not be less than the established practice of the Contractor.

Overseas Employees. The work week for the Contractor's overseas employees shall not be less than forty (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 work under this 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.

H-8 PROCUREMENT AND SUBCONTRACTING

For the purposes of this contract, the following A.I.D. eligibility rules apply (see also AIDAR 752.7004):

a. Authorized Geographic Code

Except as specified below, all goods/commodities shall have their source and origin in the United States (A.I.D. Geographic Code 000) or the Cooperating Country, and shall meet A.I.D.'s componentry requirements, except as the Contracting Officer may otherwise agree in writing. Because the Cooperating Country is authorized for source and origin purposes, the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017) applies.

b. Government Owned Organizations

Except as the Contracting Officer may otherwise agree in writing, a Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for A.I.D. financing hereunder.

- c.** With the exception of any subcontractors identified in the Contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting by the Contractor is not generally anticipated. However, should additional subcontracting become necessary, the Contractor shall comply fully with requirements set forth in FAR 52.244-2, "Subcontracts under Cost-Reimbursement and Letter Contracts". Notwithstanding the above, it is recognized that during performance particularly overseas, small dollar subcontracting will be required for services such as videotaping, etc. It is further recognized that subcontracting with local, host country institutions may be required for the development of subprojects and preparation of protocols. These types of activities will be permitted in accordance with applicable regulations.

d. Automation Equipment

In addition to the requirements of Section H.8.(a) above and H.8.(e) below, the Contractor must obtain the specific 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 under this Contract will exceed \$100,000. The Contracting Officer must, in turn, have the concurrence of A.I.D./Washington, FA/IRM, before providing any such approvals.

e. Anticipated Purchases

It is anticipated that the Contractor shall purchase the following items of nonexpendable equipment:

[TO BE DETERMINED]

Notwithstanding the foregoing, prior to purchasing any nonexpendable equipment, the Contractor shall perform an analysis of the cost of purchasing such equipment vs. the cost of leasing such equipment, and shall submit such analyses to the Contracting Officer, together with the request to lease or purchase. The Contracting Officer must approve each purchase or lease.

f. Government Property

With respect to nonexpendable equipment purchased by the Contractor hereunder, the Contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- A.I.D. Reporting Requirements" (AIDAR 752.245-70).

g. Subcontract Documentation

If the Contractor chooses to subcontract any of this effort, the following procedures shall be followed:

1. If the Contractor must begin work before a definitized subcontract can be finalized, the Contractor shall issue a letter subcontract in accordance with the procedures established in FAR 16.603 "Letter Contracts". Notwithstanding this, any consent required under FAR 52.244-2 shall be obtained prior to entering into any subagreement.
2. The Contractor shall maintain a file on each subcontract issued and the files shall, at a minimum, contain:
 - (a) Source Selection Procedures utilized in the selection;
 - (b) If a Gray Amendment firm has not been selected for the subcontract, the rationale for this decision;
 - (c) A copy of the solicitation(s) used to obtain proposals;
 - (d) A copy of each proposal received for each subcontract, including A.I.D. Form 1420-17's which contain the following statement:

"The information provided herein constitutes cost or pricing data. The individuals certification in Block 20 above and the Contractor's certification on the reverse of this form are material representations of fact upon which reliance will be placed, and concerns a matter within the jurisdiction of an Agency of the United States. The making of false, fictitious, or fraudulent certifications may render the maker subject to prosecution under Title 18, United States Code Section 1001"
 - (e) Written documentation that each individual or organization listed on the A.I.D. Form 1420-17 has been contacted and that the daily rates submitted are accurate and do not include any costs for overhead, travel, per diem, etc. In addition, the name, address, and telephone number of the person contacted shall be retained in the file.

- (f) Written documentation on the conduct of negotiations (or competition, if applicable), including any cost/price analysis conducted;
- (g) Copies of all required certifications;
- (h) Copy of Contracting Officer consent, if required.

The Contractor shall make these files available, upon the written or verbal request of the Contracting Officer (or a designated member of his/her contracting staff), within twenty-four (24) hours of the request.

H-9 MEDEVAC INSURANCE

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

H-10 ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), it is understood and agreed that the Contractor may, in some circumstances, invoice and be paid for recorded costs for items or services purchased directly for this contract, even though the Contractor has not yet paid for those items or services; provided, that such costs are paid in the ordinary course of business. "The ordinary course of business" 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 payment from A.I.D. for such costs. In those instances where the Contractor properly invoices and is paid for recorded costs which have not yet been paid by the Contractor, the Contractor agrees to pay all such costs, and especially employee compensation, consultants, subcontractors, suppliers, support of participants, and costs incurred in the Cooperating Country, in the ordinary course of business. Failure to do so may be considered nonperformance by the Contractor.

H-11 TRAVEL EXPENSES

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

H-12 SUBMISSION OF COMPLETION VOUCHER

The clause of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07), provides in Paragraph (h)(1) that "...the Contractor shall submit a completion invoice or voucher, designated as such, promptly [emphasis added] upon completion of the work...". The term "promptly" is not defined in the clause. In order to avoid ambiguity, and to ensure expeditious closeout of completed contracts, the term "promptly" is defined as 60 days from the actual completion date of the contract, unless otherwise approved in writing by the Contracting Officer. The Contractor shall have up to one year after completion of the contract effort (or longer, as the Contracting Officer may approve in writing), or until a mutually acceptable final release has been signed, to submit a revised completion voucher, should circumstances warrant. Upon receipt of the final voucher, the Contracting Officer shall begin actions necessary to properly close the contract. Processing of the final voucher for payment shall not begin until compliance by the Contractor with all terms and conditions of the contract.

H-13 Certification

When submitting an advisor approval package to the Contracting Officer, the Contractor shall submit a certification that the individual proposed was recruited by the Contractor and that the individual was in no way recommended, requested, or directed by any A.I.D. Employee (to include PASA/RSSA employees), A.I.D. Contractors, or A.I.D. Recipients/Grantees.

H-14 Contractor Liability

Notwithstanding any other provision of this Contract, in so far as any consequences arising from the behaviors and/or actions of TAACS utilized under this Contract in the course and descriptions of their official duties, the Contractor shall be held harmless from any liability. The liability shall be retained by the Agency for International Development.

END OF SECTION H

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SECTION I
Contract HRN-5970-C-00-2040-00
CONTRACT CLAUSES

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

52.252.04 Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- (a) In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-02), insert "zero" in the blank in paragraph (a).
- (b) In the clause entitled "Taxes - Foreign Cost Reimbursement Contracts (FAR 52.229-08), insert "the Cooperating Country" and "the Cooperating Country", respectively, in the blanks.
- (c) In the clause entitled "Notification of Changes" (FAR 52.243-07), insert "7 days" in the blank in paragraph (b).
- (d) If the Contractor is an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.3...".
- (e) If the Contractor is a not-for-profit organization, other than an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".

52.252-02 Clauses Incorporated by Reference (JUN 1988)

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

52.202-01 Definitions (APR 1984)

52.203-01 Officials Not to Benefit (APR 1984)

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Section I - Contract Clauses

- 52.203-03 Gratuities (APR 1984)
- 52.203-05 Covenant Against Contingent Fees (APR 1984)
- 52.203-06 Restrictions on Subcontractor Sales to the Government (JUL 1985)
- 52.203-07 Anti-Kickback Procedures (OCT 1988)
- 52.203-09 Requirement for Certificate of Procurement Integrity - Modification (NOV 1990)
- 52.203-10 Remedies for Illegal or Improper Activity (SEP 1990)
- 52.203-13 Procurement Integrity - Service Contracting (SEP 1990)
- 52.204-02 Security Requirements (APR 1984)
- 52.209-06 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (May 1989)
- 52.212-13 Stop Work Order (AUG 1989) & Alt. I (APR 1984)
- 52.215-01 Examination of Records by Comptroller General (APR 1984)
- 52.215-02 Audit-Negotiation (DEC 1989)
- 52.215-22 Price Reduction for Defective Cost or Pricing Data (JAN 1991)
- 52.215-24 Subcontractor Cost or Pricing Data (APR 1985)
- 52.215-30 Facilities Capital Cost of Money (SEP 1987)
- 52.215-31 Waiver of Facilities Capital Cost of Money (SEP 1987)
- 52.215-33 Order of Precedence (JAN 1986)
- 52.216-07 Allowable Cost and Payment (APR 1984)
- 52.219-08 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 (JAN 1991)
- 52.220-01 Preference for Labor Surplus Area Concerns (APR 1984)
- 52.220-03 Utilization of Labor Surplus Area Concerns (APR 1984)
- 52.220-04 Labor Surplus Area Subcontracting Program (APR 1984)
- 52.222-01 Notice to the Government of Labor Disputes (APR 1984)
- 52.222-02 Payment for Overtime Premiums (JUL 1990)
- 52.222-03 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)
- 52.222-37 Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
- 52.223-02 Clean Air and Water (APR 1984)
- 52.223-06 Drug-Free Workplace (JUL 1990)
- 52.224-01 Privacy Act Notification (APR 1984)
- 52.224-02 Privacy Act (APR 1984)
- 52.225-11 Certain Communist Areas (APR 1984)
- 52.225-13 Restrictions on Contracting With Sanctioned Persons (May 1989)
- 52.227-01 Authorization and Consent (APR 1984)

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Section I - Contract Clauses

- 52.227-02 Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
- 52.227-03 Patent Indemnity (APR 1984)
- 52.227-08 Reporting of Royalties (Foreign) (APR 1984)
- 52.227-09 Refund of Royalties (APR 1984)
- 52.227-10 Filing of Patent Applications-Classified Subject Matter (APR 1984)
- 52.227-11 Patent Rights-Retention by the Contractor (Short Form) (JUN 1989)
- 52.227-14 Rights in Data - General (JUN 1987)
- 52.228-03 Workers' Compensation Insurance (Defense Base Act) (APR 1984)
- 52.228-04 Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
- 52.228-07 Insurance-Liability to Third Persons (APR 1984)
- 52.229-08 Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
- 52.230-03 Cost Accounting Standards (SEP 1987)
- 52.230-04 Administration of Cost Accounting Standards (SEP 1987)
- 52.230-05 Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
- 52.232-09 Limitation on Withholding of Payments (APR 1984)
- 52.232-17 Interest (JAN 1991)
- 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)
- 52.233-01 and Alt. I Disputes (APR 1984)
- 52.233-03 Protest After Award - Alternate I (AUG 1989)
- 52.237-03 Continuity of Services (JAN 1991)
- 52.242-01 Notice of Intent to Disallow Costs (APR 1984)
- 52.243-02 Changes-Cost Reimbursement (AUG 1987)
Alternate II (APR 1984)
- 52.243-07 Notification of Changes (APR 1984)
- 52.244-02 Subcontracts under Cost-Reimbursement and Letter Contracts (JUL 1985)
- 52.244-05 Competition in Subcontracting (APR 1984)
- 52.245-05 Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
- 52.246-05 Inspection of Services - Cost-Reimbursement (APR 1984)
- 52.246-23 Limitation of Liability (APR 1984)
- 52.246-25 Limitation of Liability - Services (APR 1984)
- 52.247-01 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)
- 52.249-06 Termination (Cost-Reimbursement) (MAY 1986)
- 52.249-14 Excusable Delays (APR 1984)
- 52.251-01 Government Supply Sources (APR 1984)
- 52.252-06 Authorized Deviations in Clauses (APR 1984)

I.2 A.I.D. ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES

- 752.201 AID Definitions Clause -- General Supplement for Use in All AID Contracts (JAN 1990)
- 752.202 AID Definitions Clause -- Supplement for AID Contracts Involving Performance Overseas (DEC 1986)
- 752.219-8 Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
- 752.228-3 Worker's Compensation Insurance (Defense Base Act) (APR 1989)
- 752.228-7 Insurance - Liability to Third Persons (DEC 1988)
- 752.245-70 Government Property-AID Reporting Requirements (APR 1984)
- 752.245-71 Title to and Care of Property (APR 1984)
- 752.7001 Biographical Data (DEC 1988)
- 752.7002 Travel and Transportation (JAN 1990)
- 752.7003 Documentation for Payment (APR 1984)
- 752.7004 Source and Nationality Requirements for Procurement of Goods and Services (APR 1989)
- 752.7005 Language, Weights, and Measures (APR 1984)
- 752.7006 Notices (APR 1984)
- 752.7007 Personnel Compensation (AUG 1984)
- 752.7008 Use of Government Facilities or Personnel (APR 1984)
- 752.7009 Marking (APR 1984)
- 752.7010 Conversion of U.S. Dollars to Local Currency (APR 1984)
- 752.7011 Orientation and Language Training (APR 1984)
- 752.7012 Protection of the Individual as a Research Subject (APR 1984)
- 752.7013 Contractor-Mission Relationships (OCT 1989)
- 752.7014 Notice of Changes in Travel Regulations (JAN 1990)
- 752.7015 Use of Pouch Facilities (APR 1984)
- 752.7016 Family Planning and Population Assistance Activities (AUG 1986)
- 752.7017 Local Cost Financing with U.S. Dollars (APR 1984)
- 752.7025 Approvals (APR 1984)
- 752.7026 Reports (OCT 1989)
- 752.7027 Personnel (DEC 1990)
- 752.7028 Differentials and Allowances (DEC 1988)
- 752.7029 Post Privileges (DEC 1990)
- 752.7030 Inspection Trips by Contractor's Officers and Executives (APR 1984)
- 752.7031 Leave and Holidays (OCT 1989)
- 752.7032 International Travel Approval and Notification Requirements (JAN 1990)
- 752-7033 Physical Fitness (DEC 1990)

END OF SECTION I

SECTION J
CONTRACT HRN-5970-C-00-2040-00
LIST OF ATTACHMENTS

<u>Attachment No.</u>	<u>Document Name</u>
1	SF-86, Questionnaire for Sensitive Positions
2	Medical Clearance Forms (to be provided)
3	TAACS Evaluation Form
4	Procurement Integrity Information/Certificate
5	Employees Standards of Conduct
6	A.I.D. Form 1420-17, Biographical Data Sheet

AGENCY FOR INTERNATIONAL DEVELOPMENT
PROJECT IMPLEMENTATION ORDER TECHNICAL SERVICES (PIO/T)

CB

1. Cooperating Country WORLDWIDE		2. PIO/T No. 2690975	3. PIO/T Amend No. Original
4. Project/Activity No. and Title 936-5970-Technical Advisors in AIDS and Child Survival (TAACS)--Red Cross: Advisors for AID/W Bureaus		5. Appropriation Symbol(s) 72-112/31021.8	
7. Pro Ag No. or Project Authorization Date 5/27/92		6. Budget Plan Code(s) FDH2-92-16900-V900	
9. Project Assistance Completion Date (Month, Day, Year) 9/30/92		8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
11. Type of Action and Governing A.I.D. Handbook (A) A. A.I.D. Contract (HB 14) C. PASA/RSSA (HB 12) B. A.I.D. Grant or Cooperative Agreement (HB 13) D. Other		12. Contract/Grant/Cooperative Agreement/Reference Number (if this PIO/T is for an order or a modification to an award)	

13. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.				
	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars		200,000		200,000
B. U.S.-Owned Local Currency				0

14. Mission References

15. Instructions to Authorized Agent Request that you amend the contract with the American National Red Cross under the project Technical Advisors in AIDS and Child Survival (TAACS) to include these OE funds. These funds, in the amount of \$200,000 will cover the costs of 4 advisors during the period 9/30/92 - 12/31/92. A budget, pipeline analysis and scopes of work are attached.

BEST AVAILABLE DOCUMENT

16. Address of Voucher Paying Office Agency for International Development
FA/PH/CHP/DC, Room 700 SA-2, Washington, D.C. 20523

17. Clearances - include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OI-333). Elizabeth P. Roche Chief, R&D/PO/PR *7/13/92*

Signature *Robert C. Gibb* Date: *7/17/92* Phone No: 875-4556

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.
Signature: *R&D/H, Ann Van Dusen* Date: *7-21-92*

C. Signature: R&D/H, Geneese Pettigrew *GP* Date: *7/21/92*
Signature: R&D/H, Tom Park *TP* Date: *7/21/92*

D. Funds requested are available
Funds Requested RNT
Signature: *[Redacted]* Date: *[Redacted]*

E. Signature: R&D/H/RSCU, Date: *[Redacted]*
Signature: R&D/PO Craig Mosen *cm* Date: *7/21/92*

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signature: _____ Title: _____ Date: _____

19. For the Agency for International Development:
Signature: Barbara Rogers *Barbara Rogers* Title: R&D MGT Date: *7/28/92*

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSURER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.
FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

AID 1350-1 (11/91) Clearances: FA/AS, Thomas Huggard: *[Signature]* Date: *[Redacted]*
FA/AS/PP, William Miller: *[Signature]* Date: *7/21/92*

employee will be housed in existing space.

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AGENCY FOR INTERNATIONAL DEVELOPMENT
PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)*

1. Cooperating Country WORLDWIDE :	2. PIO/T No. 9865970 - 2691399	3. PIO/T Amend No. Original						
4. Project/Activity No. and Title 936-5970. Technical Advisors in AIDS and Child Survival	5. Appropriation Symbol(s) 72-1121021.8							
	6. Budget Plan Code(s) DDHA-92-16900-KG11; 248-36-099-0D-20-21							
7. Proj Ag No. or Project/Authorization Date 42502 AA/R&D 5/27/92	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document							
9. Project Assistance Completion Date (Month, Day, Year) 08/31/96	10. Authorized Agent FA/OP/A/HRN							
11. Type of Action and Governing A.I.D. Handbook <table style="width:100%; border: none;"> <tr> <td style="width:33%; border: none;">A. A.I.D. Contract (HB14)</td> <td style="width:33%; border: none;">C. PASA/RSSA (HB 12)</td> <td style="width:33%; border: none;"></td> </tr> <tr> <td style="border: none;">B. A.I.D. Grant or Cooperative Agreement (HB 13)</td> <td style="border: none;">D. Other</td> <td style="border: none;"></td> </tr> </table>			A. A.I.D. Contract (HB14)	C. PASA/RSSA (HB 12)		B. A.I.D. Grant or Cooperative Agreement (HB 13)	D. Other	
A. A.I.D. Contract (HB14)	C. PASA/RSSA (HB 12)							
B. A.I.D. Grant or Cooperative Agreement (HB 13)	D. Other							

13. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.

	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars		400,000		400,000
B. U.S.-Owned Local Currency				

14. Mission References

15. Instructions to Authorized Agent: Request that you award to the American National Red Cross, a four year contract, based on the Scope of Work attached. The total cost of this contract is \$3,200,000. The funds contained in this PIO/T will fund the initial core costs of this contract during the period 6/1/92-5/31/93. The justification and authorization for a non-competitive award based on a sole source procurement is attached ~~FA/FM/A/NPA & PA~~ in this PIO/T cover the first 12 months of the activity. The budget and proposal are attached.

OFFICE OF FINANCIAL MANAGEMENT

ACTION: Reserved

DATE: 5-12-92 INITIALS: [Signature]

16. Address of Voucher Paying Office: Agency for International Development, FA/FM/CMP/DC, Room 700 SA-2, Washington, D.C.

17. Clearances - Include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OF-333).

Signature: Dale C. Gibb Date: 5/6/92 Phone No: 875-4551

B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.
Signature: Ann Van Dusen Date: 5/12/92

C. Signature: R&D/N, Genease Pettigrew Date: 5/12/92

D. Funds for the services requested are available

E. Signature: R&D/N Tom Park Date: 5/12/92

Signature: FA/FM/A/NPA & PA, R. Anderson Date: _____
Signature: R&D/PO Craig Mosen Date: 6/8/92

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signature: _____ Title: _____ Date: _____

19. For the Agency for International Development:
Signature: Elizabeth P. Roche Title: Chief, R&D/PO/PR Date: 6/10/92

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSURER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.

FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

AGENCY FOR INTERNATIONAL DEVELOPMENT
PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES (PIO/T)*

45

1. Cooperating Country WORLDWIDE	2. PIO/T No. 936-5970-2691399	3. PIO/T Amend No. 1
4. Project/Activity No. and Title 936-5970. Technical Advisors in AIDS and Child Survival <i>48525</i>	5. Appropriation Symbol(s) 72-1121021.8	
7. Pro Ag No. or Project Authorization Date 5/27/92	6. Budget Plan Code(s) DDHA-92-16900-KG11; 248-36-099-00-20-21	
9. Project Assistance Completion Date (Month, Day, Year) 8/31/96	8. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document	
	10. Authorized Agent FA/OP/A/HRN	

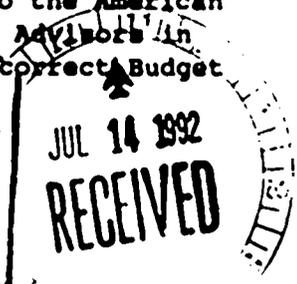
11. Type of Action and Governing A.I.D. Handbook A. A.I.D. Contract (HB14) C. PASA/RSSA (HB 12) E. A.I.D. Grant or Cooperative Agreement (HB 13) D. Other	[A]	12. Contract/Grant/Cooperative Agreement/Reference Number (if this PIO/T is for an order or a modification to an award) DPE-9951-X-HI-7015-00
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13. A.I.D. Funding (Attach a detailed budget in support of column (2) as Attachment A.)				
	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
A. Dollars	400,000		400,000	0
B. U.S.-Owned Local Currency				

14. Mission References

15. Instructions to Authorized Agent Request that you amend PIO/T 936-5970-2691399 to the American National Red Cross to dereserve \$400,000 for Project No: 936-5970 Technical Advisors in AIDS and Child Survival (TAACS). The original PIO/T was reserved under a uncorrect Budget Plan Code.

OFFICE OF FINANCIAL MANAGEMENT
ACTION: de-reserve
DATE: 7-14-92 INITIALED RA



16. Address of Voucher Paying Office Agency for International Development
FA/FM/CHP/DC, Room 700 SA-2, Washington, D.C. 20523

17. Clearances - Include typed name, office symbol, and date for all clearances

A. The Project Officer certifies (1) that the specifications in the statement of work or program description are technically adequate, and (2) that (for contract actions only) all program personnel who are defined as procurement officials under 41 U.S.C 423 have signed the Procurement Integrity Certification (OF-333).

Signature: Dale C. Gibb <i>Dale Gibb</i>	Date: 6/29/92	Phone No:
B. The statement of work or program description lies within the purview of the initiating office and approved agency programs. Signature: R&D/PA Ann Van Dusen <i>Ann Van Dusen</i>	Date: 6/29/92	C. Signature: R&D/H, Genease Pettigrew <i>Genease Pettigrew</i>
D. Funds for the services requested are available Signature: FA/FM/A/NPA & PA, R. Anderson <i>R. Anderson</i>	Date:	E. Signature: R&D/H Tom Park <i>Tom Park</i>
		Signature: R&D/PO Craig Moran <i>Craig Moran</i>
		Date: 7/10/92

18. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to:

Signatures:	Title:	Date:
19. For the Agency for International Development: <i>Elizabeth P. Roche</i>	Title: Chief, R&D/PO/PR	Date: 7/10/92
Signature: Elizabeth P. Roche		

FOR CONTRACT ACTIONS ONLY: SOURCE SELECTION INFORMATION--SEE FAR 3.104. THIS DOCUMENT, OR PORTIONS THEREOF, CONTAINS PROPRIETARY OR SOURCE SELECTION INFORMATION RELATED TO THE CONDUCT OF A FEDERAL AGENCY ACQUISITION, THE DISCLOSURE OF WHICH IS RESTRICTED BY LAW (41 U.S.C. 423). UNAUTHORIZED DISCLOSURE OF THIS INFORMATION MAY SUBJECT BOTH THE DISCLOSER AND RECIPIENT TO CONTRACTUAL, CIVIL, AND/OR CRIMINAL PENALTIES AS PROVIDED BY LAW.
FOR OTHER ACTIONS: UNAUTHORIZED DISCLOSURE OF PROPRIETARY OR SOURCE SELECTION INFORMATION MAY SUBJECT AN EMPLOYEE TO DISCIPLINARY ACTION.

BEST AVAILABLE DOCUMENT... DATE 7/2/92