

AWARD/CONTRACT	1. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE 1	OF 58	PAGES
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2. CONTRACT NO. (Proc. Inst. Ident.) GHN-I-00-09-00013-00	3. EFFECTIVE DATE 09-29-2009	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NMS 12603/3073
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5. ISSUED BY US AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF ACQUISITION & ASSISTANCE M/OAA/GH/HIDN 1300, PENNSYLVANIA AVENUE, NW WASHINGTON, DC 20523	6. ADMINISTERED BY (If other than Item 5) SAME AS ITEM 5
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code) Abt Associates Inc., 55 Wheeler Street Cambridge, MA 02138-1168	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT N/A
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM SECTION G

11. SHIP TO/MARK FOR Shipping information will be provided in each Task Order as appropriate	12. PAYMENT WILL BE MADE BY US AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF FINANCIAL MANAGEMENT M/FM/CMP 1300, PENNSYLVANIA AVENUE, N.W. WASHINGTON, DC 20523
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)(-) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(-)	14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
1	Indefinite Quantity Contract for services and supplies Minimum Obligation \$25,000.00 Ceiling Amount \$700,000,000.00 (Overall IQC Ceiling Amount)				
15G. TOTAL AMOUNT OF CONTRACT					\$25,000.00

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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 checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number M-OAA-GH-09-336, 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.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER Bruce Baltas
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)
19C. DATE SIGNED	20C. DATE SIGNED

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SECTION B**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS****B.1 PURPOSE**

The purpose of this contract is to provide services that fall within the scope of the work specified in Section C for Indoors Residual Spraying 2 (IRS 2). USAID Task Order Contracting Officers (TOCOs) will request the work through the issuance of task orders during the ordering period as specified in Section F of the contract.

B.2 CONTRACT TYPE AND SERVICES

This is an Indefinite Quantity Contract (IQC). The Government will issue task orders that are either Cost-Plus-Fixed Fee (CPFF) or Firm Fixed Priced. The Contractor must perform the services set forth in task orders at prices consistent with section B of this contract.

B.3 MINIMUM OBLIGATED AMOUNT

The basic contract includes an initial obligation of funds in the amount of \$25,000.00 to cover the minimum order guarantee. USAID is required to order and the Contractor is required to furnish the minimum order amount of services.

Following this initial obligation, individual task orders will obligate funds to cover the work required under that task order.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple award Indefinite Quantity Contract with an overall ceiling price of \$700,000,000.00. The maximum aggregate dollar value of task orders awarded to all contractors cannot exceed the contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

The number of awards under IRS 2 is three (3) which have all been made to Big Businesses.

B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE

(a) Obligated Amount. The basic contract includes an initial obligation of funds in the amount of \$25,000.00 to cover the minimum order amount.

(b) The Total Estimated Cost Plus Fixed Fee for each task order must be negotiated in accordance with the terms of the IQC contract. In no event may the indirect rates or fixed fee for a task order exceed the ceilings set forth in Section B.7 and B.8 of the IQC contract. The U.S. dollar costs must be limited to reasonable, allocable, and allowable costs

determined in accordance with FAR 52.216-7, Allowable Cost and Payment, and FAR 52.216-8, Fixed Fee, A-21 (for universities), and A-122 (non-profit).

(c) Fixed Fee Payment. For any task order issued under this contract, at the time of each payment of allowable costs to the Contractor, the USAID paying office ordinarily pays the Contractor a percentage of fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

(1) If the TOCO determines that this method results in paying a disproportionately higher ratio of fixed fee than the percentage of work that the Contractor has completed, then the TOCO may suspend further payment of any fixed fee until the Contractor has made sufficient progress to justify further payment, up to the agreed percentage.

(2) Because the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8) are incorporated into this contract, the terms and conditions of these clauses apply after total payments of fixed fee reach eighty-five percent (85%) of the total fixed fee.

B.6 INDIRECT COST

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Type	Effective Period		Indirect Cost Rates					
			Fringe Benefits		Overhead		S/G/M	G&A
			Regular (a)	Temporary (b)	Regular (c)	Site (d)	Handling (e)	(f)
Final	04-01-00	03-30-01	41.41%	11.22%	51.32%	20.99%	4.31%	20.75%
Provisional	04-01-01	03-30-02	42.00%	13.00%	48.00%	19.10%	3.90%	19.00%
Provisional	04-01-02	03-30-03	42.00%	13.00%	48.00%	19.10%	3.90%	19.00%
Provisional	04-01-03	03-30-04	42.00%	13.00%	48.00%	19.10%	2.90%	19.00%
Provisional	04-01-04	03-30-05	42.00%	13.00%	48.00%	19.10%	3.90%	19.00%
Provisional	04-01-05	Until Amended	42.00%	13.00%	46.50%	17.00%	3.60%	21.00%

Base of Application

- (a) Total regular payroll dollars
- (b) Total temporary payroll dollars
- (c) Total direct labor dollars, B&P labor dollars and applicable fringe benefits (excluding site direct labor dollars and site B&P labor dollars)
- (d) Total site direct labor dollars, site B&P labor dollars and applicable fringe benefits
- (e) Total direct subcontract, consultant and material costs
- (f) Total costs excluding G&A, pass-through grant costs, and direct subcontract, consultant and material costs

Note 1: Contractors are allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the

contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

Note 2: While Subcontractor indirect cost rates are not incorporated above, subcontractor indirect cost rates as indicated in Note 1 above may be included in task order proposals, and are subject to approval of the TOCO in accordance with FAR 52.244-2, Subcontracts.

B.7 ADVANCE UNDERSTANDING ON CEILING ON INDIRECT COST RATES AND FINAL PERFORMANCE FOR INDIRECT COSTS

(a) For each of the contractor's accounting periods during the term of this contract, the parties agree as follows:

(1) The distribution base for establishment of final overhead rates is the sum of base salary and fringe benefits. The distribution base for establishment of final G&A rates is total costs less G&A expenses, direct subcontract/consultants/equipment and pass through grant costs.

(2) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

(3) Reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the following ceiling rates:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits	50%	1/	1/	8/1/09 – 7/31/14
Overhead (U.S. Based)	52%	2/	1/	8/1/09 – 7/31/14
Overhead (Site Office)	19%	2/	1/	8/1/09 – 7/31/14
Handling Charge	4%	3/	1/	8/1/09 – 7/31/14
G&A	25%	4/	1/	8/1/09 – 7/31/14

1/ Base of Application: Total regular payroll dollars
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 8/1/09 – 7/31/14

- 2/ Base of Application: Total direct labor dollar (excluding site labor) and applicable fringe benefits
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 8/1/09 – 7/31/14
- 2/ Base of Application: Total site direct labor dollars and applicable fringe benefits
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 8/1/09 – 7/31/14
- 3/ Base of Application: Total direct subcontract, consultant, and material costs
 Type of Rate (Provisional/Predetermined): Provisional
- 4/ Base of Application: Total costs excluding G&A, pass-through grants, and direct subcontract, consultant, and material costs
 Type of Rate (Provisional/Predetermined): Provisional
 Period: 8/1/09 – 7/31/14

(4) USAID is not obligated to pay any additional amount on account of indirect costs above the ceiling rates established in the contract. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

B.8 CEILING ON FIXED FEE

For each task order issued under this IQC, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount. In no event, however, may the amount of fixed fee in any individual task order exceed percent 7% of the task order's estimated cost, excluding fee.

B.9 LABOR

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation, the full text of which is in section H.

The work day and work week policies and method of accounting for paid absences including holidays for the contractor and major subcontractors is set forth in attachment 3 of Section J.

B.10 TASK ORDER LIMITATIONS

(a) Cost-Plus-Fixed-Fee (CPFF) Task Orders. When issuing CPFF task orders, the TOCO must state in the task order the total estimated cost plus fixed fee, which is the total amount of the task order and the maximum amount the Contractor may be paid without the advance written approval of the cognizant Contracting Officer. This maximum amount represents the negotiated mix of the prime contractor's and subcontractors' professional labor categories and salaries, an estimated number of workdays, other direct costs, and fixed fee.

(b) Firm-Fixed-Price (FFP) Task Orders. When issuing FFP task orders, TOCOs must state in the task order the firm-fixed-price, which represents the total amount of the task order and the maximum price the contractor may be paid to perform the services, reports, or other deliverables in the task order.

(c) Minimum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order in the amount of less than \$250,000.00, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in an amount of less than \$250,000.00 and is awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

(d) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$10,000,000.00, the Contractor is not obligated to accept an order to furnish those services or reports and other deliverables under this contract. However, if the Contractor agrees to furnish services or reports and other deliverables required by USAID in excess of \$10,000,000.00 and awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contract's terms and conditions.

(e) Notwithstanding the above, if issuance of a task order to, and acceptance of a task order by, the Contractor would: (1) result in the Contractor (or its personnel or its subcontractors or their personnel) having an organizational conflict of interest for which restrictions would be placed on the Contractor's (or its personnel's or its subcontractors' or their personnel's) future activities; or (2) violate the provisions of the Procurement Integrity legislation, i.e., Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189 the Contractor, after written notification to the cognizant Contracting Officer, is not obligated to furnish those services or reports and other deliverables under this contract, and USAID may acquire the supplies or services from another source.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND AND RATIONALE

(a) In July 2005, the United States Government announced a five-year, \$1.2 billion Malaria Initiative to rapidly scale up malaria prevention and treatment interventions in 15 high-burden countries in sub-Saharan Africa. The President's Malaria Initiative (PMI) began with \$30 million in bilateral funding in FY 06, increased to \$135 million in FY 07 and \$300 million in FYs 08 and 09, and is intended to reach \$500 million in FY 10.

The goal of PMI is to achieve eighty-five percent (85%) coverage of artemisinin-based combination therapies (ACTs), prevention with insecticide-treated nets (ITNs), intermittent preventive treatment for pregnant women (IPT), and indoor residual spraying (IRS), in order to reduce malaria-related mortality by fifty percent (50%). Now in its fourth year of funding, PMI is fully implementing activities in fifteen (15) countries.

PMI, in partnership with National Malaria Control Programs (NMCPs) and in support of country-level strategic plans, is providing technical, managerial, and commodity support for IRS campaigns in all fifteen (15) PMI countries. In the second year of PMI (2007), over 17.5 million people were protected by IRS.

(b) PMI is committed to continuing its support of NMCPs in achieving high coverage levels of IRS, to ensure that malaria transmission levels are knocked down and kept down, while simultaneously expanding the capacity of NMCPs to plan, execute, and monitor IRS programs.

C.2 PURPOSE

(a) **Purpose:** The purpose of this IQC is to support PMI, as well as USAID Missions and Bureaus with malaria programs outside PMI countries, in planning and implementing IRS programs with the overall goal of reducing the burden of malaria in Africa. This IQC will enhance USAID's ability to implement IRS programs on the ground through cost-effective commodities procurement and logistics systems, access to technical expertise, and implementation of IRS in countries affected by malaria.

(b) **Components:** The five main components of this IQC are as follows:

(1) **Component 1:** Establish a worldwide procurement mechanism to support IRS and prepare and execute all aspects of logistical plans for IRS-related activities including timely procurement, distribution, and storage of all commodities.

(2) **Component 2:** Together with NMCPs, implement IRS programs and provide operational management support (i.e. field supervision, operations planning, day-to-day implementation management) and expert short- and long-term technical and administrative assistance, primarily in the PMI focus countries but also in other countries where USAID supports malaria programs.

(3) **Component 3:** Ensure the safe and judicious use of insecticides, including preparation of environmental assessments, adherence to best practices, and monitoring of activities.

(4) **Component 4:** Build and strengthen the capacity of NMCPs in the technical and managerial functions of IRS by engaging, training, and supervising personnel at the central, provincial, and district levels.

(5) **Component 5:** Provide on-going monitoring and evaluation for activities and ensure that quality control measures are established and implemented.

C.3 SCOPE OF WORK

(a) General

Contractors under this IQC shall provide IRS related malaria vector control services to PMI country teams and USAID Missions, the USAID/Washington Global Health Bureau, and other USAID Bureaus and operating units. Through the IRS contract, the contractors also shall provide, as requested by PMI or USAID Missions and other operating units, IRS related commodities procurement and logistics services; planning, organization, management, and implementation of IRS programs; USAID Mission requested host-country environmental impact assessments and compliance and monitoring assessments (as needed); organization of skills training and provision of ongoing supervision; long- and short-term technical assistance; and advisory and monitoring services to host country institutions (both governmental and non-governmental) to implement effective IRS programs.

(b) Contractors' Roles

The contractors under this IQC will work in collaboration with NMCPs and other stakeholders to design, implement, and technically assist in any or all elements of indoor residual spraying programs, depending on specific task order requirements.

(c) Description of Functional Activities and Tasks

The expected means for achieving the anticipated results under this IRS IQC will be through individually awarded task orders. When a task order is placed under this contract, the contractor shall perform the required functions and tasks within the framework of this IQC, or as otherwise specified by the task order. Contractor performance shall be evaluated against the performance indicators established in each task order and specified in country-level annual work plans. These indicators will include measures such as proportion of targeted households sprayed in accordance with the World Health Organization (WHO) guidelines, standard entomological and epidemiological outcome measures, compliance with environmental mitigation measures, and similar measures of efficiency and safety.

The five components to be addressed and specific activities to be performed under this IQC will be defined in individual task orders, but may include:

- (1) **Component 1:** Establish a worldwide procurement mechanism to support IRS and prepare and execute all aspects of logistical plans for IRS-related activities including timely procurement, distribution, and storage of all commodities.
 - Prepare and execute logistical plans to ensure timely IRS-related commodity procurement and distribution of sprayers, insecticides,

protective equipment, and all other supplies required to carry out proposed IRS activities, in compliance with host country national policies, WHO guidelines and the best locally available technical information.

- Conduct assessments of inventory management, warehouse capacity, management information, and distribution systems to identify strategies for improvement. These could include recommending feasible computerized and private sector partnership approaches based on local conditions.
- Ensure that procurement and logistics systems surrounding insecticide management include adequate safeguards to prevent pilferage ("leakage") of insecticides to non-vector control uses.
- Ensure that other operational and financial program elements, such as daily allowances to spray personnel, transport of goods and personnel, subsistence, etc., are handled in a timely manner, to eliminate delays in IRS campaigns.

(2) **Component 2:** Together with NMCPs, implement IRS programs and provide operational management support (i.e. field supervision, operations planning, day-to-day implementation management) and expert short- and long-term technical and administrative assistance, primarily in the PMI focus countries but also in other countries where USAID supports malaria programs.

- Design, in collaboration with host country NMCPs and other local partners, effective IRS programs. This includes selection of cost-effective, appropriate insecticides, timely application of insecticides to maximize protection during transmission seasons, and establishment of efficient and effective spray teams.
- Spray targeted houses according to technical specifications provided by the WHO and those developed in partnership with PMI and other donor organizations. A "house" is defined as any free-standing structure where people sleep, including group sleeping quarters (e.g., school dormitories, hospitals, and military and police barracks), but excluding stores, churches, shops, schools, and other buildings that are often found in a family compound.
- Provide state-of-the-art technical assistance through expert consultancies and training to host governments and/or other non-governmental implementing partners on improved vector management programs and ways to improve effectiveness of IRS programs, applying best practices as defined by WHO guidelines and the USAID Supplemental Environmental Assessment (SEA) for the IRS activity in each country, and lessons learned from other countries.
- Customize technical consultations and program support to meet varying and evolving country needs at varying stages of IRS implementation.
- Disseminate, or develop or adapt, IRS-specific Information, Education, and Communication and Behavior Change Communication materials (IEC/BCC).
- Support day-to-day implementation of indoor residual spraying.

(3) **Component 3:** Ensure the safe and judicious use of insecticides, including preparation of environmental assessments, adherence to best practices, and monitoring of activities.

- Ensure compliance with all USG environmental regulations, including preparation of environmental assessments in accordance with 22 CFR 216. Details on USAID environmental review procedures (CFR 216 and the Programmatic Environmental Assessment for Integrated Vector Management (PEA for IVM) as well as other related guidance documents) can be found at http://www.usaid.gov/our_work/environment/compliance/index.html. Supplemental Environmental Assessments reference the Programmatic Environmental Assessment for Integrated Vector Management which provides overarching policy and regulatory frameworks, risk assessments for all twelve (12) WHO-recommended insecticides for IRS, and general mitigation measures.
- Ensure that all activities adhere to safer use action plans for insecticide use, outlined in country-level Supplemental Environmental Assessments.
- Collaborate with Ministries of the Environment and Agriculture, local non-governmental organizations, and other implementing partners in the monitoring of IRS operations.

(4) **Component 4:** Build and strengthen the capacity of NMCPs in the technical and managerial functions of IRS by engaging, training, and supervising personnel at the central, provincial, and district levels.

- Increase technical skills and capability among host country NMCP staff (at the national, provincial, and district level) through short- and long-term technical assistance. Provide training and supportive supervision, as required, to support IRS implementation in accordance with WHO guidelines.
- Design and implement knowledge transfer to local institutions identified by the National Malaria Control Program as responsible for future implementation of IRS activities.
- Develop phase out plans that describe how activities and management of the projects will be transferred to local partners, and how these activities will be tracked.

(5) **Component 5:** Provide on-going monitoring and evaluation for activities and ensure quality control measures are established and implemented.

- Conduct performance monitoring and reporting of the program's adherence to WHO's IRS technical standards (available at <http://www.who.int/malaria/indoorresidualspraying.html>, publications WHO/CDS/WHOPES/2001.3 and WHO/CDS/WHOPES/2002.5 Rev.1), the quality of training and ongoing supervision, the efficiency and reliability of procurement activities, and compliance with environmental procedures.

- Provide on-going monitoring and evaluation for specific programs and activities (see Section C.4).
- Establish and maintain sufficient Quality Assurance/Quality Control measures throughout the project to ensure the quality, safety, and efficacy of IRS.

C.4 MONITORING AND EVALUATION PLAN

The Contractor should plan, implement and document a monitoring and evaluation component which will establish the effectiveness of the activity in entomological and epidemiological terms.

Although core indicators will be specified in individual task orders, illustrative indicators include the following:

- Number of people residing in houses sprayed (people protected by IRS)
- Number of people trained in IRS implementation
- Number of houses sprayed
- Percentage of houses targeted for spraying that were sprayed
- Susceptibility of local vectors to candidate insecticides, on at least an annual basis
- Determination of quality of IRS and/or insecticide decay on the local substrate
- Plan developed for monitoring and managing insecticide resistance

C.5 CONTRACT MANAGEMENT ELEMENTS

(a) Contract Management

The primary point of contact for the overall IQC and for task orders issued by USAID/Washington is the GH/COTR. Specific task orders issued by USAID Missions will designate Task Order Contracting Officer Technical Representatives (TO/COTR).

(b) Contractor Staffing

The Contractor shall provide the necessary combination of permanent staff and consultants, office space and equipment to carry out each awarded task order issued under this contract, as well as consultants with the specified expertise, availability, language proficiencies, and experience for each task order issued under this IQC. Specifically for the overall IQC, the contractor shall provide an IQC Project Director with experience in the management of health-related activities in developing countries, to respond to task order proposal requests and provide overall leadership and direction. In addition, the contractor shall have access to other either long-term or short term personnel who individually or collectively have competence and experience in: malaria vector management; indoor residual spraying implementation; logistics management; procurement/supply chain management; environmental impact assessment and monitoring; use, selection, and management of insecticides; capacity building/training; entomological monitoring; program monitoring and evaluation; IEC/BCC and community mobilization; and Francophone and lusophone language skills. Each Task Order will also have specific staffing requirements. For each country where IRS activities are implemented, Contractor(s) are expected to hire a Chief of

Party. Contractors shall provide key personnel with the experience and expertise required under this contract.

The contractor shall also provide all necessary logistical support, including commodity procurement, travel arrangements (with required USAID clearances), computer support, team-planning facilitation, and report editing and dissemination.

C.6 MANAGEMENT OF GRANTS UNDER CONTRACTS

Small Grants Management: Contractors shall have the authority to award and administer small grants in accordance with H.13 Grants Under Contract. Contractors shall have the administrative ability to make such grants available to U.S. and non-U.S. non-governmental organizations (not-for-profits or for-profits) to provide (a) the means for residual assets services, (b) funding for the purchase and installation of hardware/software (and other operating expenses) to set up new organizations, (c) provide for non-governmental business association development, and (d) extend trade and capacity capabilities within and between the public and private sectors and (e) significant enhancements in counterpart development to advance the achievement of USAID foreign assistance goals and objectives within the scope of this contract.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

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

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

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

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 BRANDING

Markings under this contract shall comply with the USAID "Graphic Standards Manual available at www.usaid.gov/branding <<http://www.usaid.gov/branding>> or any successor branding policy.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-4	INSPECTION OF SERVICES—FIXED PRICE	AUG 1996
52.246-5	INSPECTION OF SERVICES—COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at USAID Washington or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The COTR identified in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

A TOCO may designate a COTR for a specific task order. If so, the task order COTR (TOCOTR) may inspect and accept all services, reports and required deliverables or outputs if specified in the task orders.

E.3 MONITORING AND EVALUATION PLAN

Evaluation of the Contractor' s overall performance in accordance with performance standards/indicators established under task orders and in Section C of this contract shall be conducted jointly by the USAID COTR and the Contracting Officer, and shall form the basis of the Contractor' s permanent performance record with regard to this contract. The COTR and CO will undertake an evaluation of the Contractor' s once a year for the length of a Task Order and at the conclusion of each task order. A copy to the Performance Evaluation will be forwarded to USAID/W COTR and IQC CO when issued by a TOCO overseas or USAID/W.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE (CPFF)

The ordering period for this contract is five (5) years from the date of award of the contract.

Although task orders may be issued at any time during this ordering period, two constraints apply to the period of performance for task orders. First, the period of performance for a task order may not go beyond three (3) years after the end of the ordering period. Second, a TOCO may not award a task order for a period of performance that goes more than five (5) years into the future at the time the order is either awarded or extended by modification.

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C will be conducted jointly by the COTR and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I.7 and in the AIDAR clause 752.242-70, "Periodic Progress Reports," the Contractor shall submit all deliverables or outputs to the COTR specified in Section G:

(a) Contents Of Periodic Progress Reports

(1) Performance Monitoring Reports (PMRs). The Contractor shall submit performance reports summarizing progress of the major activities in process during the period in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate. In addition, beginning with the second PMR, and continuing subsequently with even numbered PMRs, the Contractor shall

include a section which discusses any salient programmatic trends that can be distilled from major activities that are in process or recently completed; and, highlights unresolved or on-going administrative/ bureaucratic constraints to the Contractor's optimal performance; an update of which will be used as part of future award evaluations. PMRs shall also include information on the issuance and monitoring Grants under Contracts (GUCs) programs as specified by the COTR.

(2) Contract Financial Report. The contractor shall submit a contract financial report including the following:

(i) Notification of New Task Order Report Content:

- (1) Task Order number,
- (2) Mission/Bureau contracting the task order,
- (3) Period of Performance,
- (4) CO,
- (5) COTR,
- (6) Ceiling Price, and
- (7) Initial Obligated Amount.

(ii) Modifications to Existing Task Orders Report Content, to include a short description of any of the following changes to existing task orders:

- (1) Incremental funding,
- (2) Time extensions,
- (3) Change of CO and/or COTR, and
- (4) Completion of work.

(3) The above reports shall be submitted within 30 days of the three-month periods (calendar quarters) ending on March 31, June 30, September 30, and December 31.

(4) The contractor shall submit the reports to the COTR identified in Section G of the Schedule, who will forward the reports to the responsible Contracting Officer.

(5) The contractor shall promptly notify the Contracting Officer and COTR of any problems, delays, or adverse conditions which materially impair the contractor's ability to meet the requirements of the contract.

(b) Accrual Reports

The contractor shall submit an estimated accrual report to the cognizant technical office for the task order:

- (1) Total amount obligated,
- (2) Total amount invoiced for,
- (3) Total amount expended but not yet invoiced for,
- (4) Remaining unexpended funds.

The contractor shall submit these reports to the COTR identified in Section G of the Contract on March 31, June 30, September 30, and December 31.

(c) Language of Reports and Other Deliverables

All reports and other deliverables shall be in the English language, unless otherwise specified by the USAID/W COTR or in a task order.

(d) Meetings

The contractor shall be responsible for attending semi-annual meetings with the COTR.

(e) REPORTS

(1) The cover page of all deliverables required hereunder shall include the USAID Identity (or the name of the Agency written out) prominently displayed, the contract number (see the cover page of this contract), Contractor name, name of the USAID project office (USAID/W/GH), the publication or issuance date of the document, document title, author name(s), project number, and project title. Descriptive information is required whether Contractor-furnished products are submitted in paper or electronic form. All materials shall include the name, organization, address, and telephone/fax/internet number of the person submitting the materials.

(2) Hard copy reports shall be prepared on non-glossy paper (preferably recycled and white or off-white) using black print. Elaborate art work, multi-color printing, and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides (see also Section E. of this contract).

(3) Electronic formats shall be submitted with the following descriptive information:

(i) Operating system format, e.g., DOS or Macintosh compatible;

(ii) Name of application software used to create the files on the diskette, e.g., WordPerfect Ver. 5.0, Microsoft Word Ver. 2.1;

(iii) The format for any graphic and/or image files included, e.g., TIFF-compatible; and

(iv) Any other necessary information, e.g., special backup or data compression routines/software used for storing/retrieving submitted data.

(f) Distribution to COTR and Briefing

(1) Distribution of Task Orders to Basic Contract COTR

One copy of each new task order issued under this IQC must be forwarded to the USAID/W COTR within one week of receipt by the Contractor.

(2) Briefings

Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the

relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the Contracting Officer Technical Representative (COTR) for this contract, Contractor personnel will brief the USAID/W COTR upon return from each assignment and provide copies of any documents generated under individual task orders.

F.5 TASK ORDERS

(a) Task Orders may be issued by USAID/W Contracting Officers and field Contracting Officers.

(b) Each task order will carry a specific task order number which will be cited on each invoice placed against this contract.

(c) In no event shall the aggregate total of all task orders exceed the Maximum Ordering Limitation authorized in the contract. All task order statements of work and performance periods shall be within the scope of work and effective period of this contract.

(d) The FAR and AIDAR clauses/provisions included in the contract are applicable to task orders as issued based on their individual scopes of work. Clauses and provisions remain applicable throughout the terms of the contract and orders.

(e) All Statements of Work and estimated budgets for prospective Task Orders must be cleared by the COTR for the Basic IQC.

F.6 FAIR OPPORTUNITY TO BE CONSIDERED

(a) General

The IQC holders to be considered for fair opportunity procedures will be listed by modification upon all contract awards.

All USAID Mission/Bureau Contracting Officers (includes Mission Directors and Executive Officers) may issue task orders within their delegated authorities to provide desired services within the scope of Section C. The USAID/W Contracting Officer Technical Representative (COTR) must review the prospective task order requirement or statement of work (SOW) and agree that it complies with the SOW for the basic contract before the task order CO may begin the fair opportunity process. Task Order Contracting Officers (TOCOs) must negotiate and administer task orders in accordance with the ordering procedures set forth herein. The TOCO must provide each Contractor a fair opportunity to be considered for each task order (also referred to as "order") exceeding \$2,500 issued under this contract unless one of the exceptions described in paragraph (b) Fair Opportunity Exceptions, applies. All Contractors (or all Contractors designated under a specific sector) must be contacted and provided the opportunity to be considered before award of all task orders. Although Contractors are not required to submit a proposal for every task order request, all Contractors interested in providing services under the task order must submit a proposal, inclusive of price.

(b) Fair Opportunity Exceptions

All Contractors will be given a fair opportunity to be considered for task orders over \$2,500, unless the TOCO determines that one of the following statutory exceptions applies:

(1) An urgent need exists, and seeking competition would result in unacceptable delays.

(2) Only one Contractor is capable at the level of quality required because the requirement is unique or highly specialized.

(3) The order must be issued on a sole source order basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order. For a follow-on task order that implements an activity designed under another order under this contract, this exception may only be used if the TOCO complied with the Organizational Conflicts of Interest limitations in Contract Information Bulletin 99-17 "Organizational Conflicts of Interest".

(4) To satisfy contract minimum award obligations.

(5) Small business set aside. In accordance with the authority granted in the Appropriations Act used to fund the award of this basic contract, USAID may directly place task orders with any category of small or small disadvantaged business that received a prime contract award from the same solicitation that resulted in the award of this contract. If the firm was a certified small business at time of award, it remains a small business for consideration hereunder for the contract period of performance.

(i) Single small business award. USAID may directly place a task order with the small business prime under this exception.

(ii) Multiple small business awards. All small business contractors are required to have up to date corporate capability statements. The contractor may opt to: a) keep an updated capability statement on their website, and provide an email notification of the update and website link to their IQC COTR, or b) provide the capability statement directly to the IQC COTR if a website is not available. The IQC COTR will be responsible for reviewing the corporate capability information. Corporate capability at a minimum should include: past performance reports (NIH or PPIRS reports), past experience (if not evaluated through NIH or PPIRS) and expertise of employees.

The following is the process for using the small business exception:

(A) As currently required, the TOCOTR submits the scope of work to the IQC COTR for review to determine if their requirement falls within the IQC scope of work.

(B) The IQC COTR provides corporate capability information for the small businesses to the TOCOTR.

(C) The TOCOTR reviews the corporate capability information and provide a brief, written recommendation (not a justification) to the TOCO on which contractor he/she recommends for an award. No need to go to the next steps below.

(D) If corporate capability is equal, the TOCOTR will need to follow the established RFTOP procedures in (d)(3)(i) below ("For task orders estimated to be equal to or less than US\$100,000"). The TOCO is responsible for final selection, negotiation, and task order award. Please note that the \$100,000 threshold does not apply when using the small business exception and fair opportunity procedures.

(c) Classified Task Orders

In accordance with Section H.5 of this contract, USAID may award a classified task order under this contract. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the CO and CO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the Statement of Work for a contract or task order. Any contractor under this multiple-award (insert sector name) IQC that has not been granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified task order. If time permits, the CO may allow a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the CO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(d) Request for Task Order Proposal

(1) Individual task orders shall clearly describe all services to be performed or supplies to be delivered so the full cost or price for the performance of the work can be established when the order is placed. Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the contract. Only the Contracting Officer for the basic contract may modify the basic contract to change the scope, period, or maximum ceiling.

(2) Unless one of the Fair Opportunity Exceptions in section (b) applies, the terms of this contract require that whenever a task order award is contemplated, all contractors will receive a request for a task order proposal and that all task order proposals must include the contractor's cost or price to perform the anticipated task order. The TO proposal request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a description of the intended services and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection may be based upon information obtained from other than the contractor's proposals, the RFTOP must identify the other evaluation criteria. The

evaluation may be based solely on cost/price, but may also include one or more technical factors such as corporate experience, personnel, or relevant past performance (in other contracts as well as in earlier orders under this contract, including quality, timeliness, cost control, and using small business concerns, per AAPD 02-06). When making the final selection, the TOCO should also consider the potential impact on other orders placed with the contractor and the minimum ordering requirements of the contract. Although contractors may elect not to submit a proposal, when they do, they must comply with the page limitations for proposals described in section (d)(3); USAID will not evaluate any pages that exceed these limits.

(3) The following are the thresholds and corresponding procedures for proposals for task orders:

(i) **For task orders estimated to be equal to or less than US\$100,000:** In accordance with the general procedures in (d) above, the Task Order Contractor Officer's Technical Representative (TO COTR) will request a task order proposal from each contractor after coordinating the terms of the RFOP with the TOCO. The TO COTR may not ask for more than a two (2) page cost proposal, and if the TO COTR deems it necessary, may also ask for a technical proposal of no more than three (3) pages (page limit does not include resumes, graphs, or past performance information). The TO COTR is not authorized to undertake discussions or negotiations with the contractors. After applying the evaluation criteria stated in the request, the TO COTR drafts a brief memorandum to the TOCO recommending that the task order be awarded to the contractor that most successfully addresses the evaluation criteria. The TOCO is responsible for final selection, negotiation, and task order award.

(ii) **For task orders estimated to be more than US\$100,000 and equal to or less than US\$2,000,000:** In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TO CO may not ask for more than a two (2) page cost proposal from each Contractor, and if the TO CO, with the concurrence of the TO COTR, deems it necessary, may also ask for past performance information, or for a technical proposal of no more than ten pages (page limit does not include resumes, graphs, and past performance information). Once the Contractor is selected, the TOCO may ask for a more detailed proposal (technical or cost) if needed.

(iii) **For task orders estimated to be more than US\$2,000,000:** In accordance with the general procedures in (d) above, the TOCO will request a task order proposal from each contractor. The TOCO may use the simplified procedure in (d)(ii) above. The TOCO has discretion to decide how much documentation above the minimum set forth above is needed to assess the technical capability and cost of each Contractor.

All Contractors interested in being considered for the task order must submit a proposal in accordance with the TOCO's request for task order proposal instructions. The information

that the TOCO requests from each Contractor must be the minimum needed.

(4) To obtain services or other deliverables that are within the scope of this contract, the TOCO may issue orders using any of the pricing types specified in the contract.

(5) Contractor(s) must respond to the RFP within the number of calendar days stated in the Request for Task Order Proposal.

No separate payment will be made to the contractor for the cost to prepare, submit and/or negotiate a task order proposal.

(e) Task Order Award

The Contractor must not commence work until authorized by the TOCO.

(f) Task Order Administration

Task Order Extensions (non-funded). The TO COTR has the authority to extend the Contractor's performance under the task order beyond the estimated completion date set forth therein, provided that:

- This approval is made in writing before the original estimated completion date set forth in the task order and clearly states that the extension is at no additional cost to the task order,
- Performance must not extend beyond 60 calendar days from the original estimated completion date set forth in the task order, and
- Performance must not extend beyond the end of the period of performance in Section F of the base IQC.

Prior to the original estimated completion date, the Contractor must provide a copy of the Task Order Technical Officer's written approval for any extension to the term of the task order to the TOCO; in addition, the Contractor must attach another copy of the TO COTR's approval for such continued performance under the task order to the completion voucher submitted for payment.

(g) Right to Procure from Other Sources

The Government, under the terms of this IQC, retains the right to procure similar services from other sources during the period of this contract.

(h) Ombudsman

If a Contractor believes its organization has not been fairly considered for a particular task order, it may present the matter to the TOCO. If the Contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. Information about the Ombudsman review process can be

found on the USAID webpage at <http://www.usaid.gov/business/ombudsman.html>. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OAA, Room 7.08-092, 1300 Pennsylvania Ave., N.W. Washington, DC 20523. E-mail AandAOmbudsman@usaid.gov.

F.7 KEY PERSONNEL

<u>Name</u>	<u>Title</u>
David McGuire	IQC Director

(a) The Contractor shall furnish key personnel as stated in task orders.

(b) The key personnel specified in task orders are considered to be essential to the work being performed thereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Contracting Officer Technical Representative reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of key personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.8 CONTENTS OF TASK ORDERS

Task Orders should include the following (as appropriate):

- (a) Source of Funds and Fiscal Data;
- (b) Total Estimated Cost/Ceiling Price;
- (c) Obligated Amount (which shall constitute the maximum liability on behalf of the Government);
- (d) Statement of Work (SOW) or Performance Work Statement (PWS) that is based upon performance standards, deliverables and results to which the contractor shall be held;
- (e) Budget (including identification of the Expanded Object Class Code (EOCC) series, and including the costs of Labor, Other Direct Costs (ODCs));
- (f) Place of Performance;
- (g) Period of Performance;
- (h) Logistic Support;
- (i) USAID and Other Officials (e. g., cognizant CO & COTR);
- (j) Language Requirements;
- (k) Deliverables/Results;
- (l) Special Requirements/Relevant Information (e.g., source/origin waivers);
- (m) Task Order Number and Contract Number;
- (n) Government-Furnished Property, if any, to be furnished to the contractor;
- (o) Authorized Work-Week;
- (p) Key/Essential Personnel; and
- (q) Payment Office.

**F.9 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT
EXPERIENCE DOCUMENTS (JAN 2004) (ACQUISITION AND ASSISTANCE
POLICY DIRECTIVE 04-06, ISSUED FEB. 26, 2004)**

(a) Contract Reports and information/Intellectual Products.

(1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities, methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the Contracting Officer Technical Representative (COTR). These reports include: assessments, evaluations, studies, development experience documents, technical reports and annual reports. The Contractor shall also submit to copies of information products including training materials, publications, databases, computer programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

(2) Upon contract completion, the contractor shall submit to DEC an index of all reports and information/intellectual products referenced in paragraph (a)(1) of this clause.

(b) Submission requirements.

(1) Distribution. (i) At the same time submission is made to the COTR, the contractor shall submit, one copy each, of contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in either electronic (preferred) or paper form to one of the following: (A) Via E-mail: docssubmit@dec.cdie.org; (B) Via U.S. Postal Service: Development Experience Clearinghouse, 8403 Colesville Road, Suite 210, Silver Spring, MD 20910, USA; (C) Via Fax: (301) 588-7787; or (D) Online: <http://www.dec.org/index.cfm?fuseaction=docSubmit.home>.

(ii) The contractor shall submit the reports index referenced in paragraph (a)(2) of this clause and any reports referenced in paragraph (a)(1) of this clause that have not been previously submitted to DEC, within 30 days after completion of the contract to one of the address cited in paragraph (b)(1)(1) of this clause.

(2) Format. (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The report in paper form shall be prepared using non-glossy paper (preferably recycled and white or off-white) using black ink. Elaborate art work, multicolor printing and expensive bindings are not to be used. Whenever possible, pages shall be printed on both sides.

(iii) The electronic document submitted shall consist of only one electronic file which comprises the complete and final equivalent of the paper copy.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, and Portable Document Format (PDF). Submission in PDF is encouraged.

(v) The electronic document submission shall include the following descriptive information:

(A) Name and version of the application software used to create the file, e.g., WordPerfect Version 9.0 or Acrobat Version 5.0.

(B) The format for any graphic and/or image file submitted, e.g., TIFF-compatible.

(C) Any other necessary information, e.g. Special backup or data compression routines, software used for storing/retrieving submitted data, or program installation instructions.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following AIDAR clause pertinent to this section is hereby incorporated by reference (by Citation Number, Title, and Date).

NUMBER	TITLE	DATE
	USAID ACQUISITION REGULATION (48 CFR Chapter 7)	
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998

G.2 CONTRACTING OFFICER

(a) For the Basic IQC:

U.S. Agency for International Development
Office of Acquisition and Assistance
Attn: M/OAA/GH, Room # 7.09-72
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900
Contracting Officer: Bruce Baltas

(b) For Task Orders:

The Contracting Officer executing the individual Task Order will retain cognizance of contract administration for that Task Order.

G.3 CONTRACTING OFFICER TECHNICAL REPRESENTATIVE (COTR)

(a) For the Basic IQC:

U.S. Agency for International Development
USAID/W/GH
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7900

(b) For Task Orders:

Each Task Order issued hereunder will indicate a COTR for that particular order. The COTR will be responsible for technical oversight for that specific Task Order.

G.4 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is David McGuire and can be reached at (301) 347-5578 or at David_McGuire@abtassoc.com

G.5 PAYING OFFICE

The contractor must submit invoices to the payment office indicated on the Cover Page of each Task Order. Generally, this will be the USAID Washington Office/Bureau or the USAID overseas field Mission from which the funds for the Task Order are provided or, for Missions without their own Controller, the regional office responsible for that Mission.

G.6 ACCOUNTING AND APPROPRIATION DATA

NMS No.: 12603/3073
Commitment No.: PR/GH/HIDN-03073
Line Item No.: 1
BBFY: 2009
EBFY: 2010
Fund: GH-C
OP Unit: GH/HIDN
Strategic Objective: All
Distribution: 936-3100
BGA: 997
SOC: 4100201
Amount: \$25,000.00

G.7 CONTRACTOR'S PAYMENT ADDRESS

Abt Associates Inc.,
PO Box 84-5586
Boston, MA 02284-5586

G.8 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

(1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;

(2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;

(3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The Contracting Officer, by separate designation letter, authorizes the COTR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

(1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Contracting Officer Technical Representative" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COTR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COTR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) In the separately-issued COTR designation letter, the CO designates an alternate COTR to act in the absence of the designated COTR, in accordance with the terms of the letter.

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(e) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change,

within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(f) In case of a conflict between this contract and the COTR designation letter, the contract prevails.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 1152.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
	AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JUL 1997)

The Contractor agrees to provide the following information to the Mission Administrative Officer on or before the arrival in the host country of every contract employee or dependent:

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

H.3 752.7007 PERSONNEL COMPENSATION (April 2006)

(pursuant to class deviation No. OAA-DEV-2006-02c, AAPD 06-03)

(a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.

(b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the

Contracting Officer, as prescribed in 731.205-6(d) or 731.371(b), as applicable.

H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(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 shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed a 5% 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 (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.3 above unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) 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.

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) shall be based on the Contractor's established policy and practice. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.3 may be granted only with the advance written approval of the Contracting Officer

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), 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 SECURITY CLEARANCE

(a) Task orders under this contract may involve classified performance in accordance with ADS Chapter 567 "Classified Contract Security and Contractor Personnel Security Program" and FAR Subpart 4.4 "Safeguarding Classified Information Within Industry". Consequently, this contract incorporates the minimum provisions needed to comply with the National Industrial Security Program (NISP) and ADS 567, as summarized in paragraphs (b) through (g) below. Before initiating the Fair Opportunity procedures in Section F of this contract for any classified task order, the requiring office for the task order must complete a DD 254, have it cleared by the Office of Security (SEC), and include it with the Statement of Work for the classified task order. A blank copy of the DD 254 is attached in Section J. Questions pertaining to the DD 254 are to be directed to the Office of Security. Contracts or task orders that do not require access to classified information and have not been designated as classified, in accordance with ADS 567, are not impacted by these procedures.

(b) In order to be considered for a classified task order, the contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this contract for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance. Even though the basic contract is not classified, the contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order. The COTR from the office sponsoring the IQC is responsible for coordinating with SEC in taking any actions ADS 567 requires to request the facility clearance from the Defense Security Service (DSS). The TO COTR is responsible for managing the clearance requirements for any classified task orders.

At the time of award, the contractor does [X] does not [] have a Secret level facilities clearance.

The TOCO is responsible for incorporating the completed and cleared DD 254 into a classified task order.

(c) If DSS grants an interim clearance but then subsequently revokes the interim clearance after contract award and denies a final clearance, the contract may be terminated, depending on the reasons DSS denied the clearance. If the contract is not terminated, the contractor is prohibited from being considered for or being issued any future classified task orders, in accordance with the acknowledgement in (b) above.

(d) Employees of the Contractor working under this contract or under a task order issued against this contract and requiring access to classified national security information and/or to areas under the control of USAID deemed "Restricted" by USAID's Office of Security must have been subject to an appropriate level background investigation by the Defense Security Service (DSS). DSS must issue either an "Interim" or "Final" security clearance for each such employee before USAID will grant him or her unescorted access to USAID's restricted spaces(s) or permit him or her access to classified national security information. If DSS issues an interim clearance but subsequently denies a final clearance for an employee of a cleared contractor, the contractor must immediately remove the employee from USAID-restricted space and prevent him or her from having access to or handling

classified or administratively controlled materials. The contractor is responsible for providing properly cleared personnel to work on the contract and for ensuring that performance is not jeopardized.

(e) The contractor's Facility Security Officer (FSO) must forward a valid "Visit Request" identifying their representatives/employees and the required security clearance information to the USAID Office of Security, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under a classified task order, the contractor is responsible for issuing the security guidance provided by USAID to any subcontractor and ensuring that subcontractors comply with security requirements of the prime contract/task order.

(g) The Office of Security will issue RRB facility passes to individual contractor representatives/employees upon receipt of the "Visit Request". The contractor must ensure that any passes issued are returned upon termination of employment or completion of the contract, whichever occurs first.

H.6 DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Proctor
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: (703) 354-0370
E-Mail: www.rutherford.com

H.7 752.228-70 Medical Evacuation (MEDEVAC) Services (April 2006) (Pursuant to class deviation OAA-DEV-2006-1c, AAPD 06-01)

(a) Contractor must provide MEDEVAC service coverage to all U.S. citizen, U.S. resident alien, and Third Country National employees and their authorized dependents (hereinafter "individual") while overseas under a USAID-financed direct contract. USAID will reimburse reasonable, allowable, and allocable costs for MEDEVAC service coverage incurred under the contract. The Contracting Officer will determine the reasonableness, allowability, and allocability of the costs based on the applicable cost principles and in accordance with cost accounting standards.

(b) Exceptions.

(i) The Contractor is not required to provide MEDEVAC insurance to eligible employees and their dependents with a health program that includes sufficient MEDEVAC coverage as approved by the Contracting Officer.

(ii) The Mission Director may make a written determination to waive the requirement for such coverage. The determination must be based on findings that the quality of local medical services or other circumstances obviate the need for such coverage for eligible employees and their dependents located at post.

(c) Contractor must insert a clause similar to this clause in all subcontracts that require performance by contractor employees overseas.

NOTE: USAID does not have a Medevac service provider. Contractors must meet this requirement in the most efficient manner. The following link is provided as a courtesy:

http://travel.state.gov/travel/tips/health/health_1185.html.

H.8 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods under this contract is 000. The authorized geographic code for services under this contract is 935 or as specified in Task Orders.

H.9 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.10 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultants shall have English and foreign language proficiency as needed to perform technical services. USAID reserves the right to test proposed individuals to ensure that they have the required language capability as required by the task order.

H.11 SUBCONTRACTING PLAN REPORT FOR INDIVIDUAL CONTRACTS AND SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated May 13, 2009 is hereby incorporated as a material part of this contract. The contractor must comply with the subcontract reporting requirements in FAR 52.219-9.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (Indefinite Quantity Contract) (Evaluation Services)

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in

accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

(b) In addition, BY ACCEPTING THIS CONTRACT, THE CONTRACTOR AGREES THAT IT WILL NOT USE OR MAKE AVAILABLE ANY INFORMATION OBTAINED ABOUT ANOTHER ORGANIZATION UNDER THE CONTRACT IN THE PREPARATION OF PROPOSALS OR OTHER DOCUMENTS IN RESPONSE TO ANY SOLICITATION FOR A CONTRACT OR TASK ORDER.

(c) If the contractor gains access to proprietary information of other company (ies) in performing this evaluation, the contractor must agree with the other company (ies) to protect their information from unauthorized use or disclosure for as long as it remains proprietary, and must refrain from using the information for any purpose other than that for which it as furnished. THE CONTRACTOR MUST PROVIDE A PROPERLY EXECUTED COPY OF ALL SUCH AGREEMENTS TO THE CONTRACTING OFFICER.

H.13 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract.

H.14 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract or any task orders awarded under it may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO/COTR.

H.15 INTERNATIONAL TRAVEL APPROVAL

In accordance with the clearance/approval requirements in paragraph (a) of AIDAR 752.7027 Personnel (DEC 1990) (incorporated by reference above) and AIDAR 752.7032 International Travel Approval and Notification Requirements (JAN 1990) (incorporated by reference in Section I), the Contracting Officer hereby provides prior written approval provided that the Contractor obtains the COTR's written concurrence with the assignment of individuals outside the United before the assignment abroad, which must be within the terms of this contract/task order, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.16 REPORTING OF FOREIGN TAXES

(a) Reports. The Contractor must annually submit an annual report by April 16 of the next year.

(b) Contents of Report. The reports must contain:

- (1) Contractor name.
- (2) Contact name with phone, fax and email.
- (3) Agreement number(s).
- (4) Amount of foreign taxes assessed by a foreign Government [*list each foreign government separately*] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
- (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).
- (6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.
- (7) The final report is an updated cumulative report of the interim report.
- (8) Reports are required even if the contractor/recipient did not pay any taxes during the report period.
- (9) Cumulative reports may be provided if the contractor/recipient is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

- (1) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
- (2) "Commodity" means any material, article, supply, goods, or equipment.
- (3) "Foreign government" includes any foreign governmental entity.
- (4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: The Contractor shall contact the COTR for information on where to submit the reports.

(e) Subagreements. The Contractor must include this reporting requirement in all applicable subcontracts, subgrants and other subagreements.

(f) For further information see <http://www.state.gov/m/rm/cl10443.htm>.

H.17 USAID DISABILITY POLICY (DECEMBER 2004) (ACQUISITION AND ASSISTANCE POLICY DIRECTIVE 04-17)

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

(b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including women and children with disabilities.

H.18 SUBCONTRACTING CONSENT

Approved Subcontractors: The following list constitutes the approved subcontractors under this contract:

- Africa Fighting Malaria
- Banyan Global
- NewFields Global Services, LLC
- O' Hanlon Health Consulting, LLC
- Yaounde Initiative Foundation
- Arysta LifeScience Corporation
- EXP Experiential Marketing
- Wits Health Consortium

H.19 GRANTS UNDER CONTRACT

The Head of the Contracting Activity (HCA) for the ordering activity must provide written approval to allow task orders for a USAID-direct contractor to execute grants up to \$100,000 (unless a deviation is obtained to have this threshold increased) with US organizations (not-for-profits or for-profits), providing conditions in ADS 302.3.4.8 are met. For non-US organizations there is no ceiling unless a fixed obligation grant is executed in which case the ceiling is \$100,000.

If not provided by USAID, the contractor shall develop grants formats and provide a field grant guide that adheres to USAID regulations (including selection criteria, competition, cognizant Contracting Officer approvals, etc.). If the grants formats and field guide are not provided before award to the Contracting Officer, the contractor shall obtain approval from the Contracting Officer within 30 days after award.

The contractor shall comply with all USAID policies, procedures, regulations, and provisions set forth in the contract and ensure

- (1) sufficient time to complete grantee audits,
- (2) sufficient time for the grantee to submit a final report to the contractor, and
- (3) sufficient time for the contractor to complete its review of the grantee and provide a final report to the government before contract or task order close-out.

All grants must be closed out no later than the end date of the task order. Reporting requirements shall be in accordance with Section F.

H.20 ORGANIZATIONS ELIGIBLE FOR ASSISTANCE - (ACQUISITION) (JUN 2005)

An organization that is otherwise eligible to receive funds under this contract to prevent, treat, or monitor HIV/AIDS shall not be required to endorse or utilize a multisectoral approach to combatting HIV/AIDS, or to endorse, utilize, or participate in a prevention method or treatment program to which the organization has a religious or moral objection.

H.21 CONDOMS (ACQUISITION) (JUNE 2005)

Information provided about the use of condoms as part of projects or activities that are funded under this contract shall be medically accurate and shall include the public health benefits and failure rates of such use and shall be consistent with USAID's fact sheet entitled, "USAID: HIV/STI Prevention and Condoms. This fact sheet may be accessed at: http://www.usaid.gov/our_work/global_health/aids/TechAreas/prevention/condomfactsheet.html

H.22 PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING (ACQUISITION) (JUNE 2005)

(a) This contract is authorized under the United States Leadership Against HIV/AIDS, Tuberculosis and Malaria Act of 2003 (P.L. 108-25). This Act enunciates that the U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. The contractor shall not use any of the funds made available under this contract to promote or advocate the legalization or practice of prostitution or sex trafficking. Nothing in the preceding sentence shall be construed to preclude the provision to individuals of palliative care, treatment, or post-exposure pharmaceutical prophylaxis, and necessary pharmaceuticals and commodities, including test kits, condoms, and, when proven effective, microbicides.

(b) Except as provided in the second sentence of this paragraph, as a condition of entering into this contract or subcontract, a non-governmental organization or public international organization contractor/subcontractor must have a policy explicitly opposing prostitution and sex trafficking. The following organizations are exempt from this paragraph: the Global Fund to Fight AIDS, Tuberculosis and Malaria; the World Health Organization; the International AIDS Vaccine Initiative; and any United Nations agency.

(c) The following definition applies for purposes of this provision:

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act. 22 U.S.C. 7102(9).

(d) The contractor shall insert this clause in all subcontracts.

(e) Any violation of this clause will result in the immediate termination of this contract by USAID."

If the contract provides for the contractor to execute grants to non-governmental organizations (not-for-profits or for-profits), per ADS 302.5.6 Grants under Contracts, then the contractor must comply with the assistance provisions in Section 3.A of this AAPD when awarding grants or cooperative agreements under its contract (in compliance with ADS 302.5.6(c) and (d)).

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.203-13	CONTRACTOR' S CODE OF BUSINESS ETHICS AND CONDUCT	SEP 2005
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215 14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002

52.216-8	FIXED-FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JUL 2005
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II	SEP 2006 OCT 2001
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.219-16	LIQUIDATED DAMAGES--SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225.19	CONTRACTOR PERSONNEL IN A DESIGNATED AREA OR CONSULAR MISSION OUTSIDE THE US	
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA---GENERAL	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT ALTERNATE I	OCT 2003 FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003

52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.243-1	CHANGES--FIXED PRICE	AUG 1987
	ALTERNATE I (APR 1984)	
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE II (APR 1984)	
52.244-2	SUBCONTRACTS	AUG 1998
	ALTERNATE I (JAN 2006)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2006
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

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752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(undated)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID	

	REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991
752.7101	VOLUNTARY POPULATION PLANNING ACTIVITIES	

1.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause—

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the

Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

1.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designates, in the Schedule. Such orders may be issued from September 30, 2009 through September 29, 2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

1.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00;

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) above.

(c) If this is a requirements contract (i.e. includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of *any one* requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within (*insert number*) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

1.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after September 29, 2014.

1.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

(a) Definition. As used in this clause-- United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board Division of Information
1099 14th Street, N.W. Washington, DC 20570
1-866-667-6572 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (9), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work Sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive Order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office

of the Department's Office of Labor-Management Standards or office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation, with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.7 PERIODIC PROGRESS REPORTS (JUL 1998) (CONTRACT INFORMATION BULLETIN [CIB] 98-21, ISSUED AUGUST 12, 1998)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US\$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

I.8 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (CIB 01-21)

(a) The Contractor must provide a comprehensive list of all offered specific electronic and information technology (EIT) products (supplies and services) that fully comply with Section 508 of the Rehabilitation Act of 1973, per the 1998 Amendments, and the Architectural and Transportation Barriers Compliance Board's Electronic and Information Technology Accessibility Standards at 36 CFR Part 1194. The Contractor must clearly indicate where this list with full details of compliance can be found (e.g., vendors or other exact web page location). The contractor must ensure that the list is easily accessible by typical users beginning five calendar days after award. The contractor must maintain this detailed listing of compliant products for the full contract term, including all forms of extensions, and must ensure that it is current within three calendar days of changes to its product line.

(b) For every EIT product accepted under this contract by the Government that does not comply with 36 CFR Part 1194, the contractor shall, at the discretion of the Government, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, on either the planned refresh cycle of the product or service, or on the contract renewal date, whichever shall occur first.

ATTACHMENT I**FIELD SUPPORT APPROVAL PROCESS**

When a mission or bureau proposes to add field support funds for activities to be performed under a Task Order that has been awarded to accept field support the following process shall be followed:

1. The mission or bureau activity manager submits a SOW for those activities to the COTR of the task order, with the government's summary cost estimate. If the TO COTR makes an initial determination that the activities are within the scope of the overall task order, the SOW will be passed to the contractor.
2. The TO contractor prepares an initial workplan and estimated budget for the activity, and fills out a checklist provided by the TOCO that gives information on summary budget, LOE and other contractual information such as any need for waivers or new subcontracts. For field support activities requiring \$500,000 or more in funding additional budget details will be required for TO CO review.
3. The contractor submits the estimated workplan and checklist, and detailed budget is \$500,000 or more, to the TO COTR and the mission or bureau activity manager. The activity manager reviews the documents and verifies with a local contract specialist that proposed direct local costs are reasonable.
4. The TO COTR signs the checklist and sends it to the TO CO, verifying that the SOW and budget for those activities are within the parameters of the Task Order.
5. The TO CO has 10 work days from receipt of the documents to concur or to request additional information from the contractor. The TO CO will issue a modification to reflect the incremental funds if the TO CO does not raise concerns within the 10 day period.

ATTACHMENT II

Budget Line Items & Checklist for Field Support under Task Orders
(Submitted by TO Contractor for all Mission-funded activities)

Labor*	\$ _____
Fringe Benefits**	\$ _____
Consultants	\$ _____
Allowances	\$ _____
Travel and Transportation	\$ _____
Subcontracts	\$ _____
Other Direct Costs	\$ _____
Overhead**	\$ _____
G&A**	\$ _____
Subtotal	\$ _____
Fixed Fee**	\$ _____
<i>Total Estimated CPFF of Activity</i>	\$ _____

*List of labor categories (or estimated daily rates) and Level of Effort (LOE) proposed for this activity.

Labor Category LOE

** TOCO will verify that indirect rates and fee are in accordance with established contract/task order rates.

Checklist for Field Support activity

- Total LOE for field support labor not exceeded
- No deviation from Task Order SOW
- Local Salaries are in accordance with the Local compensation plan
- Source Origin waivers are in place if necessary
- No new subcontracts are necessary

The information contained above is true and accurate and reflects our best estimate of the total activity's cost.

Printed Name and Title

Contractor/Signature

Date

I have reviewed the SOW and find that it is within the overall TO Scope of Work. I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

TO COTR

Date

I have reviewed the proposed workplan and budget associated with this activity and find them to be reasonable.

Mission Activity Manager

Date

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