

The contractor may use the following e-mail address for sending vouchers:
AcctsPayableEgypt@usaid.gov <<mailto:AcctsPayableEgypt@usaid.gov>>

With a cc to:

Ddolley@usaid.gov <<mailto:Ddolley@usaid.gov>>

Lzakhary@usaid.gov <<mailto:Lzakhary@usaid.gov>>

G.6 ACCOUNTING AND APPROPRIATION DATA

Org. 10299
NMS: 305
Managing Request No.: 267-0002-3-03007

Activity: SO-267-002, Element # 04 (Health Contract)
Appropriation: 723/51095
Fund Account: HCD30323267KG13

Amount: \$10,000,000

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 "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) AIDAR 48 CFR Chapter 7	
752.7027	PERSONNEL	DEC 1990

H.2 AIDAR 752.7004 EMERGENCY LOCATOR INFORMATION (JULY 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.

H3 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, 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.

Note: Country clearance for any travel to Iraq MUST be obtained from the USAID mission and the US Embassy/Baghdad at least one week before travel commences.

H4 AIDAR 752.225.70 SOURCE, ORIGIN AND NATIONALITY REQUIREMENTS (FEB 1997)

(a) Except as may be specifically approved by the Contracting Officer, all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) which will be financed under this contract with U.S. dollars shall be procured in accordance with the requirements in 22 CFR part 228, "Rules on Source, Origin and Nationality for Commodities and Services Financed by USAID." The authorized source for procurement is Geographic Code 000 unless otherwise specified in the schedule of this contract. Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.

(b) Ineligible goods and services. The Contractor shall not procure any of the following goods or services under this contract:

- (1) Military equipment,
- (2) Surveillance equipment,
- (3) Commodities and services for support of police and other law enforcement activities,
- (4) Abortion equipment and services,
- (5) Luxury goods and gambling equipment, or
- (6) Weather modification equipment.

(c) Restricted goods. The Contractor shall not procure any of the following goods or services without the prior written approval of the Contracting Officer:

- (1) Agricultural commodities,
- (2) Motor vehicles,

- (3) Pharmaceuticals and contraceptive items,
- (4) Pesticides,
- (5) Fertilizer,
- (6) Used equipment, or
- (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the Contractor to refund the entire amount of the purchase.

H5 INSURANCE AND SERVICES

(a) 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 Ford
(703) 354-1616

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

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H6 AUTHORIZED GEOGRAPHIC CODE

The authorized source and origin of procurement of goods and services under this contract is Geographic Code 935. At the present time this code does not include Iraq. Iran and Syria may also be permitted by

authorization of the Contracting Officer. This authority includes vehicles (only a limited number from non-U.S. sources), but does not cover other restricted commodities, such as pharmaceuticals and some types of hospital supplies and equipment. Procurement of restricted items, other than vehicles, must be of U.S. source and origin (Geographic Code 000) unless a separate waiver is approved in advance by USAID. A separate waiver for purchasing pharmaceuticals with USAID funds may also be required. In some cases, equipment, furniture for health facilities, and medicines may also be provided by other USAID grantees.

H7 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall request authorization from the Government to purchase equipment and/or resources for this contract. As part of this requirement, the Contractor shall provide a list giving a description of every item, quantity of units, price, function and whether it is a new/used item.

H8 LOGISTIC SUPPORT

(a) The Contractor shall be responsible for furnishing all logistic support in the United States and overseas in coordination with the CTO and the Logistics Support contractor.

(b) To the extent that a USAID Mission or an Office of the USAID Representative (OAR) in the cooperating country, or a cooperating country, furnishes logistic support for the Contractor's overseas performance, the costs of such logistic support will not be charged to the Contractor, and shall not be charged by the Contractor to this contract.

(c) Logistic support furnished in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director or USAID Representative (USAID REP), in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director/USAID REP shall prescribe.

(d) If, under emergency circumstances, it is necessary for a USAID Mission or OAR to pay for any in-country costs on behalf of the Contractor in order to implement any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see Section H8.(b), wherein logistic support to be furnished by the Mission/OAR will be furnished without charge. The Mission/OAR will never recoup those costs via an Advice of Charge (AOC) to the paying office. A Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount that may be paid

H9 LANGUAGE REQUIREMENTS

Language requirements are contingent upon requirements of the Statement of Work (Section C).

H10 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated 4/23/03 is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the Administrative Contracting Office and the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

H.11 RELOCATION OF U.S. BUSINESSES, ASSISTANCE TO EXPORT PROCESSING ZONES, INTERNATIONALLY RECOGNIZED WORKERS' RIGHTS (USAID JAN 1994)

No funds or other support provided hereunder may be used in a project or activity reasonably likely to involve the relocation or expansion outside of the United States of an enterprise located in the United States if non-U.S. production in such relocation or expansion replaces some or all of the production of, and reduces the number of employees at, said enterprise in the United States.

No funds or other support provided hereunder may be used in a project or activity the purpose of which is the establishment or development in a foreign country of any export processing zone or designated area where the labor, environmental, tax, tariff, and safety laws of the country would not apply, without the prior written approval of USAID. No funds or other support provided hereunder may be used in an activity which contributes to the violation of internationally recognized rights of workers in the recipient country, including those in any designated zone or area in that country.

Note: This provision must be included in all subcontracts and subagreements.

H.12 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The contractor shall assure that any meeting, conference, or seminar held pursuant to the contract will meet all applicable standards for accessibility to persons with disabilities pursuant to section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and any implementing regulations of the Department.

H.13 IMPLEMENTATION OF E.O. 13224 - EXECUTIVE ORDER ON TERRORIST FINANCING

The contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, 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 SECURITY REQUIREMENTS

(a) This contract may involve classified performance in accordance with Executive Order 12829, The National Industrial Security Program, USAID's 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. The requiring office for this contract 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 contract. 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.

(b) In order to be considered for this classified contract, the contractor must obtain and maintain a "Facility Clearance" at the level specified on the accompanying Contract Security Classification Specification, DD Form 254. If after award of this contract the contractor fails to obtain and maintain a facility clearance at the level identified on the DD Form 254 this contract will be terminated in accordance with the applicable clauses as set forth in the FAR. Any requirement for a "Top Secret facility clearance must be justified and approved by the Office of Security prior to the issuance of this contract at this level and before a company is sponsored for the required investigation by the Defense Security Service. (Note: The time necessary to process an un-cleared company for a facility clearance may delay performance). The CTO from the office sponsoring the contract 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 CTO is responsible for managing the clearance requirements for this contract.

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

(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.

(d) Employees of the Contractor working under 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 tasked 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 personnel security 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, Room 2.06A, 1300 Pennsylvania Ave., N.W., Washington, D.C. 20523-8800.

(f) In the event the contractor subcontracts any work to be performed under this contract, 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 contract.

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

H15. IMPLEMENTATION

Implementation of USAID Health System Strengthening program in Iraq shall not take place until a permissive environment exists and USAID instructs the contractor to proceed. However, the Contractor should be prepared to deploy to the region within two weeks of award of the contract. Currently there are several statutory restrictions on assistance to Iraq. No assistance under this contract shall be provided to Iraq until USAID has determined that it is consistent with U.S. foreign policy and permitted by law. In addition, the contractor is subject to the requirements of the Office of Foreign Assets Control (OFAC), certain other U.S. Government rules and regulations, as well as compliance with all applicable UN sanctions against Iraq. (See attached Iraqi Sanctions License and Tip Sheet, Section J)

H16 SECURITY

Special Security Conditions: U.S. Citizenship is required by the Chief of party, selected to perform under this Contract. At a minimum an "Interim Secret" personnel security clearance issued by the Department of Defense will be required before the issuance of a USAID/RRB Badge or permission to proceed to Post is granted. USAID/SEC will be responsible for validating security clearances of all proposed/selected contractors and will work with the Facility Security Officer of the selected company to transmit security clearance data to U.S. Officials abroad where access to restricted sites and/or facilities is necessary to accomplish the task(s) outlined in this SOW. No classified information will be provided to the contractor for the purpose of review, work, or storage at the contractor's facility. All access will occur at the Government's facility either within the U.S. or overseas. No duplication or retransmission of Classification National Security Information is permitted by the contractor without written authorization from the CTO. Any public release of information regarding this award must be approved in advance of release by the CTO (refer to Section H of this contract for specific security guidance).

USAID anticipates that there may be some circumstances when the Contractor will need to meet with partners (e.g. USAID, DOD) at secure facilities and use classified information for planning purposes. As a result the contractor will need to have a secret facility clearance and secret clearance for key staff involved in the HSS program.

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	DEC 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
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	JUN 1997
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED	AUG 2000