

2. CONTRACT NO. (Proc. Inst. Ident.) GHN-I-00-06-00002-00	3. EFFECTIVE DATE 09-29-2006	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. NMS 12603/1443
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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) Research Triangle Institute 3040 Cornwallis Road P.O. Box 12194 Research Triangle Park, North Carolina NC 27709	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 \$150,000,000.00 (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 <u>M-OAA-GH-HSR-06-937</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print) G. Edward Story, Vice President, Contracts & Procurement	20A. NAME OF CONTRACTING OFFICER Bruce Baltas
19B. NAME OF CONTRACTOR BY <u>G. Edward Story</u> (Signature of person authorized to sign)	20B. UNITED STATES OF AMERICA BY <u>Bruce Baltas</u> (Signature of Contracting Officer)
19C. DATE SIGNED 9-29-2006	20C. DATE SIGNED 9/29/06

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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 the Indoors Residual Spraying (IRS) project. 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

The overall ceiling price of this IQC is \$150,000,000.00. The maximum aggregate dollar value of all task orders awarded cannot exceed the contract ceiling.

B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE

B.5.1 Obligated Amount. The basic contract includes an initial obligation of funds in the amount of \$25,000.00 to cover the minimum order guarantee.

B.5.2 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).

B.5.3 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:

(a). 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.

(b). 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 COSTS (CPFF)

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:



Some Federal agencies (e.g. the Department of Health and Human Services) have regulations which prohibit recovery of an Organization's cost of Independent Research & Development (IR&D). Therefore, it is necessary to have a second General and Administrative (G&A) rate.

BASE:

(A) Direct Salaries and wages including fringe benefits. [Also included in the rate base for computation purposes is B&P/IR&D labor including related fringe benefits.]

(B) Total direct and indirect costs, excluding amounts for direct material, subcontracts, consultants, equipment, inter-segment charges and "pass through" award funds.

(C) Direct material, subcontracts, consultants, equipment, and inter-segment charges.

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 CEILING ON INDIRECT COSTS (CPFF)

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

1. 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.

2. Reimbursement for indirect costs shall be at the above rates, until final rates are determined.

3. The government shall not be 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 (CPFF)

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 10 percent (offeror proposes ceiling percentage) of the task order's estimated cost, excluding fee.

B.9 LABOR (CPFF)

Compensation of personnel under this contract or any resulting subcontract must be in accordance with AIDAR 752.7007 Personnel Compensation (Apr 2006).

(a) LABOR

(a)(1) U.S. Personnel. All U.S. personnel shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. (Note: If the contractor can demonstrate that a third country national (TCN) or cooperating country national (CCN) is a resident of the United States, and is provided the same benefits and on the same pay scale as U.S. counterparts in a particular labor category, the contractor may request the utilization of the U.S. salary rate for those TCNs and CCNs. These requests will be reviewed on a case-by-case basis and will be subject to the prior approval of the cognizant Contracting Officer.)

The negotiated rates for individual U.S. personnel including expatriates shall be based upon a combination of factors including, but not limited to, the market value for the type of services the individual is being considered for utilization (rarely require direct labor at the executive level), consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year (or the Contractor's established work year), except for annual salaries that exceed the maximum rate for agencies without a certified SES Performance Appraisal system (AWCPAS), which shall not exceed the established current AWCPAS rate. AWCPAS rate for 2006 is \$165,600 per year (subject to revision), for Agencies with a Certified SES Performance Appraisal System and \$152,000 per year for Agencies without such a system. Additional information is provided at <<http://www.opm.gov/ses/SESGUIDE04.doc>>.

(a)(2) Locally-Hired National Personnel or Other Non-U.S. Expatriates. All locally hired national personnel and other non-U.S. expatriates shall be paid in accordance with rates negotiated between the contractor and the cognizant USAID Contracting Officer. The negotiated rates for individual locally-hired personnel and other non-U.S. expatriates shall be based upon a combination of factors including, but not limited to, prevailing in-country salaries for the professional category being negotiated and consideration of the individual's education and salary and/or consultant rate history over the most recent 3-year period. Annual salaries will be converted to daily salaries by dividing the annual figure by 260 workdays per year (or the Contractor's established work year), which shall not exceed the established AWCPAS rate for 2006.

(a)(3) IQC Project Director. The contractor for the basic award shall designate an IQC Project Director (key personnel) i.e., central point of contact for management responsible for responding to task order proposal requests, central reporting, and central meetings with the Basic award CTO. Management backstopping as it relates to task order implementation is a cost that will be negotiated on a task order by task order basis.

(b) Other Direct Costs. Other allowable direct costs necessary for the performance of the work, including, but not limited to, such costs as DBA and Medevac insurance, travel and transportation, lodging and subsistence expenses may be authorized in the task order. Any cost elements included in the Contractor's indirect cost rate pools shall not be charged as another direct cost. Lodging and Subsistence costs may be authorized for locally-hired national personnel, if the terms of the task order require travel, in accordance with the clause of this contract entitled "Travel and Transportation (JAN 1990)", AIDAR 752.7002. Costs for U.S. expatriate travel/transportation to perform services overseas may be authorized by the Contracting Officer or designee in accordance with the same "Travel and Transportation" clause.

The Contracting Officer shall make the determination whether or not other direct costs are allowable, in accordance with the applicable federal cost principles (i.e., FAR 31.2 and AIDAR 731.2 for commercial (for profit) organizations, FAR 31.3 and AIDAR 731.3 for educational institutions, or FAR 31.7 and AIDAR 731.7 for other not-for-profit organizations).

B.10 TASK ORDER LIMITATIONS (CPFF)

B.10.(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.10.(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.

B.10.(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.

B.10.(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, 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 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.

B.10.(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) Recognizing the urgent need for a dramatic scaling-up of the effort against malaria, on June 30, 2005, President George W. Bush announced a new U.S. Government Malaria Initiative of \$1.2 billion over the next five years. This new initiative, beginning with \$30 million in bilateral funding in FY 06 and increasing each year to a peak of \$500 million through FY 10, will be provided to combat the disease.

The Presidential Malaria Initiative (PMI) is intended to accelerate delivery of a package of proven preventive and curative interventions in over 15 to-be-named high-burden African countries with a total population of 175 million. The program is expected to reduce malaria deaths by fifty percent (50%) by achieving eighty-five percent (85%) coverage of artemisinin-based combination therapies (ACTs), prevention with insecticide-treated nets (ITNs) and indoor residual spraying (IRS), and intermittent preventive treatment for pregnant women (IPT).

USAID has supported limited IRS work in a number of countries over the years; however, there has not been a strong central program to help USAID Missions implement comprehensive IRS programs. With the increased resources under the PMI and refocused programs in other countries, USAID has the opportunity to substantially expand its efforts in IRS.

(b) USAID, through its malaria program, is committed to expanding access to a comprehensive set of prevention and treatment interventions, including IRS; use of ITNs; prompt treatment with an effective drug, currently artemisinin-based combination therapy; and intermittent preventive treatment.

C.2 OBJECTIVE

(a) **Purpose:** The purpose of this IQC is to establish a world-wide procurement mechanism to support the PMI, as well as USAID Missions and Bureaus with malaria programs outside the PMI countries, and to implement USAID's 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 logistics systems, access to technical expertise, and implementation of IRS in countries affected by malaria.

(b) **Objectives:** The objectives of this IQC are to:

(1) Prepare and execute logistical plans for IRS related commodity procurement and distribution, including the purchase, storage and

handling of sprayers, insecticides and any other supplies required to carry out the proposed IRS operations in the identified African countries;

(2) Provide operational management support (i.e. field supervision, operations planning, day-to-day implementation management) to IRS activities, primarily in the PMI focus countries but also in other countries where USAID supports malaria programs;

(3) Ensure compliance with all USG environmental regulations, including the conduct of Environmental Impact Assessments in accordance with 22 CFR 216;

(4) Furnish expert short- and long-term technical assistance for IRS activities; and

(5) Organize skills training for capacity development and on-going supervision and monitoring for safe and effective spraying in accordance with World Health Organization (WHO) guidelines.

(c) In pursuit of these goals, the contractor shall:

(1) Provide USAID with technical expertise and implementation support in IRS to support the PMI and the Agency's malaria strategy;

(2) Establish cost-effective implementation mechanisms by reducing administrative costs paid by USAID Missions and USAID centrally-funded activities; and

(3) Customize technical consultations and program support to meet evolving USAID needs (i.e. expanded scope of vector control activities, such as larval control.)

C.3 SCOPE OF WORK FOR INDEFINITE QUANTITY CONTRACT (IQC)

(a) **General:** Contractors under this IQC shall provide malaria vector control services to USAID Missions, the USAID/Washington Global Health Bureau, and other USAID Bureaus and operating units. Through the IRS contracts, the contractors also shall provide, as requested by USAID Missions and other operating units, IRS related commodities procurement and logistical services; planning, organization, management, and implementation of IRS programs; USAID Mission requested host-country environmental impact assessments (when required); 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. Task orders issued by the requesting USAID operating unit will define the precise

specifications and activity requirements. Activity requirements may include determining insecticide choice, insecticide storage, human resource requirements, logistical needs, training, monitoring, evaluation, and other activities required for effective IRS programs.

(b) Contractor' Roles

The contractor under this IQC will constitute technical resources from which USAID Missions and Bureaus may draw on to meet IRS requirements. Based on specific task order requirements, the IRS contractor shall prepare a list of and procure IRS-related commodities and logistics systems, provide day-to-day operational management support to IRS programs, implement IRS programs in USAID-supported countries, fulfill all USAID environmental review requirements for activities involving procurement and/or use of pesticides, and organize skills training and ongoing supervision and monitoring of safe and effective spraying.

(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. These indicators will include measures such as proportion of targeted households sprayed in accordance with WHO guidelines, standard entomological and epidemiological outcome measures, numbers of work-related injuries or pesticide-poisoning incidents, and similar measures of efficiency and safety.

Illustrative activities to be performed under this IQC: These include:

- **IRS Related Commodities Procurement and Logistics Systems Management:** Budget, procure, and manage distribution and use of sprayers, insecticides, 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 include adequate safeguards to prevent pilferage ("leakage") of insecticides to non-vector control uses, proper stock rotation and secure storage.
- **Implementation of IRS Programs:** Provide state-of-the-art technical assistance through expert consultancies and training to host governments and/or NGOs/private sector 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.

- Design, in collaboration with the host country National Malaria Control Program (NMCP) and other local partners, effective IRS programs. This includes selection of cost-effective, appropriate insecticides, establishment of efficient and effective spray teams, and development of messages and information to communities where IRS will take place.
- Support day-to-day implementation of indoor residual spraying.
- **Environmental Review Compliance:** An initial planning step for in-country operations will be to conduct a Supplemental Environmental Assessment (SEA) for USAID, in compliance with 22 CFR 216 for each proposed country, including selection of pesticides, plan for safe use of pesticides, and ongoing monitoring and compliance. 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. The Supplemental Environmental Assessment will make reference to the PEA for IVM (currently being finalized and to be ready by end of March 2006) which will provide the framework for the Supplemental Environmental Assessment specific to each country.
- **Capacity Building:** Increase technical skills and capability among host country National Malaria Control Program staff through short- and long-term technical assistance. Provide training, 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.
- **Monitoring and Evaluation:** 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.

C.4 MANAGEMENT OF GRANTS UNDER CONTRACT

With USAID concurrence and approval for individual Task Orders, the Contractor may execute grants up to \$25,000 with non-governmental organizations (not-for-profits or for-profits), in accordance with ADS 302.5.6(a). These grants (e.g., grants awarded to NGOs to design and implement information, education, communication (IEC) activities to increase homeowner compliance with spray activities in a specific area) would be considered for approval by USAID to the extent that they assist the contractor to meet its program objectives.

C.5 PERFORMANCE MONITORING

USAID Missions and Bureaus that award task order contracts under this IQC are responsible for overseeing the results of these task orders through USAID Mission and Bureau monitoring mechanisms, and reporting to the Bureau of Global Health (GH) central monitoring systems. Unless otherwise specified in individual task orders, contractors shall provide quarterly progress reports, including financial statements, with the fourth quarterly report serving as an annual summary report to the both USAID Missions and Global Health Bureau Cognizant Technical Officer (GH/CTO). Details of report contents and format will be specified in consultation with the CTOs within 30 days from start of work.

C.6 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/CTO. Specific task orders issued by USAID Missions will designate Task Order Cognizant Technical Officers (TO/CTO).

(b) Reports

Funding levels for individual task orders will be determined and negotiated on a case-by-case basis. It is anticipated that each IQC contract will receive multiple sources of USAID funding. The Contractor shall track and report the following through its accounting system: 1) the fund's directive and account data, 2) the contributing Office or Mission location, 3) the program objective for each input of funds provided to the contract, and 4) indicators specified by the Malaria Annual Program Report.

(c) 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 infectious disease programming in developing countries, to respond to task order proposal requests and give overall technical directions. 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; logistics management; procurement/supply chain management; environmental impact assessment; use and selection of insecticides; capacity building/training; entomological monitoring; and program monitoring and evaluation. Each Task Order will also have specific staffing requirements.

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.

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 POLICY

Marking shall comply with the USAID "Graphic Standards Manual" available at 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)	
52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	(AUG 1996)
52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	(MAY 2001)
52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	(AUG 1996)
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	(APR 1984)
52.246-16	RESPONSIBILITY FOR SUPPLIES	(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
 Bureau of Global Health
 Ronald Reagan Building

or at any other location where the services are performed and reports and deliverables or outputs for Task Order 1 are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs for Task Order 1. Inspection and acceptance of the work produced under Mission TO's will be done by the cognizant CTO as specified in the Task Orders.

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	AUG 1989
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-35	F.O.B DESTINATION - WITHIN CONSIGNEE'S PREMISES	APR 1984
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2. PLACE OF PERFORMANCE

Performance of this contract and task orders issued hereunder shall be at places and locations in countries specified in the task orders.

F.3. PERIOD OF PERFORMANCE

The ordering period for this IQC is five (5) years effective 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.4. KEY PERSONNEL

The key personnel which the Contractor shall furnish for the performance of the IQC is as follows:

In addition, the key personnel for the respective task orders shall be identified in the request for task order proposals (RFTOP).

The personnel specified above is considered essential to the work being performed hereunder. Prior to replacing the specified individual, the Contractor shall immediately notify both the Contracting Officer and GH/CTO 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 personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.5. 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 CTO of the task order (TO CTO), with the government's summary cost estimate. If the TO CTO makes an initial determination that the activities are within the scope of the overall task order, the TO CTO passes it on to the contractor.
2. The TO contractor prepares an initial workplan and estimated budget for the activity, and fills out the checklist (Attachment J.2) that gives information on summary budget, LOE and other contractual information such as any need for waivers or new subcontracts. For field support activities with estimated costs of \$500,000 or more (including options) in funding (excluding health related commodities), additional budget detail will be required for TO CO review.
3. The contractor submits the estimated workplan and checklist, and detailed budget if \$500,000 or more, to the TO CTO and the mission or bureau activity manager. The activity manager reviews the documents and verifies with a local CO or Contract Specialist that proposed direct local costs are reasonable.
4. The TO CTO signs the checklist (along with local CO or Contracts Specialist) 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.

Task Order Administration:

(i) Task Order Extensions (Non-funded): The TO CTO 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 CTO's approval for such continued performance under the task order to the completion voucher submitted for payment.

(ii) Task Order Labor: The TO CTO has the authority to adjust the number of days ordered within existing labor categories in the task order as long as the total dollar value of labor ordered is not exceeded. The TO CTO must provide this approval in writing before the Contractor may make any adjustment. The Contractor must request approval of the TOCO if revision of days ordered includes the addition of a labor category not originally included in the task order, if total dollar value of labor would be exceeded or, in the case of a CPFF (LOE) order, the total LOE will be exceeded.

(iii) Task Order Ceiling Prices: The total task order ceiling price includes a monetary subceiling for total labor ordered and a separate monetary subceiling for all other costs. The TO CTO has the authority to approve revisions of costs within each respective subceiling, provided such revision(s) are within the terms and conditions of the task order and base IQC. The TO CTO does not have the authority to approve revisions that exceed the respective subceilings, move costs from one subceiling category to the other, or increase the overall total estimated cost of the TO. TO CTO approvals must be in writing and clearly state that the revision is at no additional cost to the task order.

(iv) 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.

(v) 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, they 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 facts 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. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OP, Room 7.10-75, 1300 Pennsylvania Ave., N.W. Washington, DC 20314. E-mail Ombudsman@usaid.gov.

F.6. MONITORING AND EVALUATION PLAN

Evaluation of the Contractor's overall performance shall be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

Missions and Bureaus that award task order contracts under this IQC are responsible for overseeing the results of these task orders through Mission and Bureau monitoring mechanisms.

The TOCTO and TOCO will undertake an evaluation form supplied by the CTO at the conclusion of each task order and forward a copy to the GH/CTO and CO.

F.7. REPORTS AND DELIVERABLES OR OUTPUTS

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

F.8. PROGRESS REPORTING REQUIREMENTS

The Contractor shall develop and report to USAID on contract progress using a planning and monitoring system that focuses on reports on budgets, quarterly performance reports, and specific technical reports. In addition to these reports, the Contractor will also submit a final contract completion report. This planning and monitoring system and these required reports should reflect the basic contract and all task orders as a whole. Each task order shall

specify individual reporting requirements. All reports must be in English and in a format that has been approved by USAID.

(a) Task Order Reports

Each task order issued hereunder shall include specific requirements for reports and other deliverables. In addition to the reports outlined above, task orders may specify ad hoc reports for the involved activity.

In the event of significant technical problems, the contractor shall immediately notify the CTO of the origin and nature of problems, and steps/remedies taken to eliminate/minimize adverse delivery/performance.

(b) Task Order Completion Report

Within 60 days after the contract completion date, the Contractor will submit a final completion report that describes, in summary form, the following: (a) specific objectives of the contract; (b) activities undertaken to achieve contract objectives and the results achieved; (c) cost of efforts; and, (d) actions taken to ensure the continuation and sustainability of program objectives or recommendations regarding unfinished work and/or program continuation.

F.9. SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

In accordance with AIDAR Clause 752.7005 "Submission Requirements for Development Experience Documents (JAN 2004)" (the full text of which is included in Section H), USAID contractors are to submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address (rather than the outdated address in the cited clause):

Development Experience Clearinghouse
8403 Colesville Road, Suite 210
Silver Spring, MD 20910
Telephone Number (301)562-0641
Fax Number (301)588-7787
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. AIDAR 752.7003 DOCUMENTATION FOR PAYMENT (NOV 1998)

(a) Claims for reimbursement or payment under this contract must be submitted to the Paying Office indicated in the schedule of this contract. The cognizant technical officer (CTO) is the authorized representative of the Government to approve vouchers under this contract. The Contractor must submit either paper or fax versions of the SF-1034--Public Voucher for Purchases and Services Other Than Personal. Each voucher shall be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.

(1) The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

Total Expenditures
[Document Number: XXX-X-XX-XXXX-XX]

Line Item No.	Description	Amt vouchered to date	Amt vouchered this period
001	Product/Service Desc. for Line Item 001	\$XXXX.XX	\$ XXXX.XX
002	Product/Service Desc. for Line Item 002	XXXX.XX	XXXX.XX
Total		\$XXXX.XX	\$ XXXX.XX

(2) The fiscal report shall include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be

made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

(b) Local currency payment: The Contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions shall be provided to the Contractor's Chief of Party and to the Contracting Officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.

(c) Upon compliance by the Contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the Contractor of all Government-owned property for which the Contractor had custodial responsibility, the Government shall promptly pay to the Contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the Contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.

(d) The Contractor agrees that all approvals of the Mission Director and the Contracting Officer which are required by the provisions of this contract shall be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records--Negotiation".

G.2. ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office for the basic contract is:

US Agency for International Development
Office of Acquisition and Assistance
Ronald Reagan Building, M/OAA/GH
Room 7.09-072
1300 Pennsylvania Avenue, NW
Washington, DC 20523

The TOCO for task orders will be specified in each order.

G.3. COGNIZANT TECHNICAL OFFICER (CTO)

The Global Health Cognizant Technical Officer (GH/CTO) for the IQC will be designated by the Contracting Officer at award and shall be located at:

US Agency for International Development
Bureau of Global Health, 3rd Floor
1300 Pennsylvania Avenue, NW
Washington, DC 20523
Telephone: TBD

The Cognizant Technical Officer for task orders (TOCTO) will be specified in each order.

G.4. 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 CTO (GH/CTO or TO/CTO) is authorized by designation 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 "Cognizant Technical Officer" 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 CTO 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 CTO 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, or schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) 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 CTO 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.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within 30 days per FAR 52.243-7.

(Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.5. PAYING OFFICE

The paying office for this contract is:

USAID - M/FM/CMP
Ronald Reagan Building
1300 Pennsylvania Avenue, NW
Washington DC 20523-7700

The paying office for task orders will be specified in each task order.

G.6 ACCOUNTING AND APPROPRIATION DATA

Commitment No.: GH/HIDN-01443
Line Item No.: 1
BBFY: 2006
EBFY: 2007
Fund: CD
OP Unit: GH/HIDN
Strategic Objective: 936-005
Distribution: 936-3100
BGA: 997
SOC: 4100300
Amount: \$25,000.00

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 752.225-70 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 for commodities and Geographic Code 935 for services 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.

H.3. 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.4. AIDAR 752.7005 SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (JAN 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 Cognizant Technical Officer (CTO). 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 software 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 CTO, 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: docsubmit@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)(i) 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.

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. Questions pertaining to the DD 254 are to be directed to the Office of Security. Form can be located at <http://www.dior.whs.mil/forms/DD0254.PDF> and [http://www.usda.gov/da/infosec/DD254.pdf.](http://www.usda.gov/da/infosec/DD254.pdf)"

(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 CTO 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 CTO 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. 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 Proctor
(703) 354-1616

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

(b) **752.228-70 Medical Evacuation (MEDEVAC) Services (APR 2006)**

(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.

H.7. AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of services under this contract is 935. The authorized geographic code for procurement of goods and commodities is 000.

H.8. NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor shall request advance CO approval to purchase any equipment and/or resources.

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 consultant shall have language proficiency to perform technical services.

H.11. SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated September 29, 2006 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 following address:

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

H.12. EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

The Contractor/Recipient 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 responsibility of the contractor/recipient to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract/agreement.

A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) within the Department of Treasury. That web site is <http://treasury.gov/ofac>

H.13. GRANTS UNDER CONTRACTS

This contract provides in Section C.4 that the contractor may be required to execute grants on behalf of USAID. If the Contractor awards grants under this contract, the Contractor shall comply in all material respects with USAID's Automated Directives System (ADS) Part 303 (including mandatory and supplementary references) in awarding and administering grants, as well as the Code of Federal Regulations 22 CFR 226.

In addition in accordance with ADS 302.5.6 Grants Under USAID Contracts, the following requirements shall apply to the grants awarded by the Contractor under this contract:

(a) The contractor shall only execute grants under contract when it is not feasible to accomplish USAID objectives through normal contract and grant awards executed by USAID because either the burden of executing a number of small grant activities is particularly difficult for the responsible USAID Mission or office, or the grant program is incidental and relatively small in comparison to other technical assistance of the contractor.

(b) USAID shall be substantially involved in establishing selection criteria and shall approve the selection of grant recipients. Unless otherwise directed by the Contracting Officer, the CTO shall have authority to approve the grant recipient selection.

(c) Requirements which apply to USAID-executed grants shall also apply to grants executed by the contractor.

(d) USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.

(e) The contractor shall not execute or administer Cooperative Agreements on USAID's behalf.

(f) The contractor shall close out all grants prior to the estimated completion date of this contract. The Contractor shall comply in all material respects with Contract Information Bulletin (CIB) 90-12 regarding grant close-out.

H.14 REPORTING OF FOREIGN TAXES

(a) Final and Interim Reports. The Contractor must annually submit two reports: (i) An interim report by November 17; and (ii) A final report by April 16 of the next year.

(b) Contents of Report. The reports must contain: (i) Contractor name. (ii) Contact name with phone, fax and email. (iii) Agreement number(s). (iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed 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. NOTE: For fiscal year 2003 only, the reporting period is February 20, 2003 through September 30, 2003. (v) 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). (vi) 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. (vii) The final report is an updated cumulative report of the interim report. (viii) Reports are required even if the contractor/recipient did not pay any taxes during the report period. (ix) 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: (i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements. (ii) "Commodity" means any material, article, supply, goods, or equipment. (iii) "Foreign government" includes any foreign governmental entity. (iv) "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:

(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/c10443.htm> .

H.15 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.16 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.17 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)).

H.18 USAID DISABILITY POLICY - (ACQUISITION)(DEC 2004)

(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 of 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 men, women and children with disabilities."

H.19 PERIODIC PROGRESS REPORTS (July 1998) (CIB 98- 21)

(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.

H.20 REPORTING ON TAXATION OF U.S. FOREIGN ASSISTANCE

(a) Reporting of Foreign Taxes. The contractor must annually submit a final report by April 16 of the next year.

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

(i) Contractor name.

(ii) Contact name with phone, fax and e-mail.

(iii) Agreement number(s).

(iv) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed 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.

(v) 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).

(vi) 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.

(vii) The final report is an updated cumulative report of the interim report.

(viii) Reports are required even if the contractor did not pay any taxes during the report period.

(ix) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.

(c) Definitions. For purposes of this clause:

(i) "Agreement" includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.

(ii) "Commodity" means any material, article, supply, goods, or equipment.

(iii) "Foreign government" includes any foreign governmental entity.

(iv) "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 CTO 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/c10443.htm>.

H.21 Key Subcontractor Clause

(a) Key subcontractors are those organizations named in the offeror's technical proposal as part of the team to accomplish the requirements of the statement of work. The effort of key subcontractor(s) is directly and specifically tied to the execution of the contract statement of work. The organization(s) listed below were identified by the contractor as a key subcontractor(s) with niche/unique or concurrent capabilities.

(b) The contractor must seek prior approval from the contracting officer before replacing any key subcontractor or in instances where the prime contractor proposes to substitute its own organization for a key subcontractor previously identified as having niche/unique or concurrent capabilities. The request must

(1) Be in writing,

- (2) Be submitted reasonably in advance, as determined by the contracting officer so as not to impede progress of the work,
 - (3) Be written in sufficient detail to permit the contracting officer to assess the impact the change will have on the program, and
 - (4) Identify the substitute organization, including instances where the contractor is the substitute organization.
- (c) The contractor is required to include in regular performance reporting the level of subcontractor utilization in terms of type of work and level of funding. Government comments on the key subcontractor's performance and the prime contractor's use of key subcontractors will be included the Contractor Performance Report.

Alternate I: Include the following in all Indefinite Quantity Contracts.

- (d) As provided above, the contractor must comply with the requirements of the "Key Subcontractor clause" at the basic contract level when responding to requests for task order proposals. Contractors are expected to propose key subcontractors when the task order SOW includes work described in (a) above.
- (e) The contractor must identify in the task order technical proposal the areas listed below which will be part of the technical evaluation process for the task order:
- (1) Which of the listed key subcontractors, if any, will participate in the execution of the work under the task order, and
 - (2) What role each proposed key subcontractor will have in performing the work under the task order, and
 - (3) Any proposed key subcontractor substitutions with accompanying rationale."

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1. NOTICE OF CONTRACT

This is an indefinite delivery/indefinite quantity (ID/IQ) contract.

I.2. NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

I.2 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.

52.202-1	DEFINITIONS	JUL 2004
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.219-25	SMALL DISADVANTAGED BUSINESS OCT 1999 PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	
52.222-21	PROHIBITIONS OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-39	NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES	DEC 2004
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAR 2005
52.225-16	SANCTIONED EUROPEAN UNION COUNTRY SERVICES	FEB 2000
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.227-17	RIGHTS IN DATA--SPECIAL WORKS	JUN 1987
52.227-16	ADDITIONAL DATA REQUIREMENTS	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.232-22	LIMITATION OF COST	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN 1986

52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-3	CONTINUITY OF SERVICES	JAN 1991
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE II (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (MAR 2005)	MAR 2005
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	DEC 2004
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	APR 2003
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
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
52.251-1	GOVERNMENT SUPPLY SOURCES	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.243-1	CHANGES-FIXED-PRICE	AUG 1987
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.232-70	LETTER OF CREDIT ADVANCE PAYMENT	OCT 1989
752.242-70	PERIODIC PROGRESS REPORTS	OCT 1989
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS (AAPD 04-06)	JAN 2004
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
752.7025	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
I.3.52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT. 1997)	

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.1. 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 designated in the Schedule. Such orders may be issued from September 29, 2006 through September 28, 2011.

(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.

I.2. 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, 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;

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

(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 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.3. 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.

I.4. 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

I.5. 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract completion.

I.6. 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I.7. 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of , or from which the Contractor or any subcontractor under this contract is exempt under the laws of , shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 28, U.S.C.) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

I.8. 52.232-12 ADVANCE PAYMENTS (MAY 2001) - ALTERNATE II (MAY 2001)

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed \$1,000,000. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as

required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the (to be determined in Task Orders). None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the clause of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of \$----- (to be determined at Task Order Award - not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed \$----- (to be determined at Task Order Award). The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest. (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92- 41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Financial institution agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an ``insured'' bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) Lien on Special Account. The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract. (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractors shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. The Contractor represents and warrants that it maintains with responsible insurance carriers (1) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (2) adequate insurance against liability on account of damage to persons or property; and (3) adequate insurance under all applicable workers' compensation laws. The Contractor agrees that, until work under this contract has been completed and all advance payments made under the contract have been liquidated, it will maintain this insurance; maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and furnish any certificates with respect to its insurance that the administering office may require.

(k) Default. (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraph (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(1) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security

inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations and warranties. The Contractor represents and warrants the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under the contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations and warranties shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or

subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over \$ (to be determined in Task Orders) a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding \$ (to be determined in Task Orders) in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$(to be determined in Task Orders); or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract.

I.9. 52.232-25 PROMPT PAYMENT (Oct 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy

products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

- (i) Name and address of the Contractor.
- (ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment

improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

I.10. 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

I.11. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

I.12 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travelers and the dates and times of arrival.

I.13. COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

(1) All communications materials funded by operating expense account funds;

(2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.

(3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and

(4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.

(d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT No. :	TITLE	No. OF PAGES
J.1	SMALL BUSINESS SUBCONTRACTING PLAN (submitted 9/29/06)	13
J.2	INITIAL BUDGET ESTIMATE & CHECKLIST FOR FIELD SUPPORT UNDER TASK ORDERS	2

Attachment J.2

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

Table with 2 columns: Item Name and Amount. Items include Labor*, Fringe Benefits**, Consultants, Allowances, Travel and Transportation, Subcontracts, Other Direct Costs, Overhead**, G&A**, Subtotal, Fixed Fee**, and Total Estimated CPFF of Activity.

*List of labor categories, Level of Effort (LOE), and rates for each person proposed for this activity.

Labor Category LOE Rate

** 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.

I understand that the cognizant Contracting Officer has 10 work days from receipt of this document to determine whether the proposed costs are fair and reasonable or request additional information. Otherwise I may proceed with those SOW activities. Only the Contracting Officer for the TO may modify the task order to change the scope, period, or ceiling, and the TOCO reserves the right to address after the 10 day review period any costs that may not appear to be reasonable, allowable or allocable.

Contractor Signature Date

I have reviewed the SOW and proposed budget, and find these items to be within the overall TO Scope of Work, and have reviewed the proposed budget associated with this activity and find it to be reasonable.

CTO Signature Date

I have reviewed the local costs in the proposed budget for this activity and find that the costs appear to be reasonable with the exception of those costs noted below. (If none, please state None).

Mission CO/Contract Specialist

Date

NOTE: For task orders whose total estimated cost (including any options) are \$500,000 or more, the contractor shall submit a detailed cost proposal with this Checklist.

Additional Information

For additional information on IQC contracts see AAPD