



USAID
FROM THE AMERICAN PEOPLE

JAN 06 2012

Mr. Jeremy Bigwood
[REDACTED]

RE: F-00123-09

Dear Mr. Bigwood:

This letter is a response to your Freedom of Information Act ("FOIA") request for all records concerning the September 2008 \$1.5 billion contract awarded to Creative Associates International, Inc.

Enclosed is a contract, awarded to Creative Associates International, Inc., numbering 69 pages. This contract is being partially released. FOIA Exemptions (b)(3), and (b)(4) were used and noted.

Within the contract, the Tax Identification Number (TIN) is being withheld under FOIA Exemption (b)(3), 5 U.S.C. §552(b)(3) – "specifically exempted from disclosure by statute (other than section 552b of this title), provided that such statute (A) requires that the matters be withheld from the public in such a manner as to leave no discretion on the issue, or (B) established particular criteria for withholding or refers to particular types of matters to be withheld,...." The governing statute which forms the basis of our withholding is Section 6103 (Confidentiality and Disclosure of Returns and Return Information) of the Internal Revenue Code, 26 U.S.C. §6103. The TIN is tax return information.

Within the contract, financial information has been withheld under exemption (b)(4) of the FOIA, 5 U.S.C. §552(b)(4). That exemption states, "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential" should not be released.

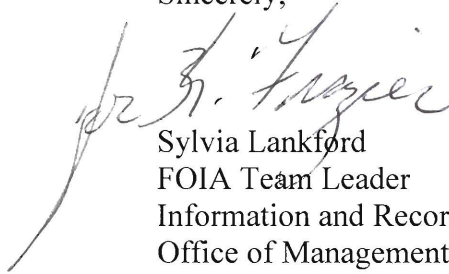
You have the right to appeal the above Exemptions (or withholdings). Your appeal must be received in writing, within thirty days of the date of this letter. To be considered an official appeal, address your letter as follows:

Director, Office of Management Services
U.S. Agency for International Development
Ronald Reagan Building, Room 2.12-010
Washington, DC 20523
Fax number 202-216-3369

Both the appeal letter and envelope must be plainly marked "FOI Appeal." Please include your FOIA tracking number in your letter.

There is no cost for this FOIA request.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sylvia Lankford". The signature is written in dark ink and is positioned to the left of the printed name and title.

Sylvia Lankford
FOIA Team Leader
Information and Records Division
Office of Management Services

AWARD/CONTRACT		1 THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 350)	RATING N/A	PAGE OF PAGES 1 69
2 CONTRACT NO. (Proc. Inst. Ident.) DOT-I-00-08-00034-00		3 EFFECTIVE DATE See Block 20C.	4 REQUISITION/PURCHASE REQUEST/PROJECT NO NMS REQ. #2504/12506	
5 ISSUED BY US AGENCY FOR INTERNATIONAL DEVELOPMENT OFFICE OF ACQUISITION AND ASSISTANCE M/OAA/DCHA/OTI 1300 PENNSYLVANIA AVENUE, NW. WASHINGTON, DC. 20523-7100	CODE	6 ADMINISTERED BY (If other than Item 5) SAME AS BLOCK 5		CODE

7. NAME AND ADDRESS OF CONTRACTOR (No. , street, city, county, State and ZIP Code) CREATIVE ASSOCIATES INTERNATIONAL 5301 WISCONSIN AVENUE, N.W. SUITE 700 WASHINGTON, DC. 20015 200 5		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)	
DUNS No.: 09-134-5579 TIN. NO.: (b)(3)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE		10. SUBMIT INVOICES ITEM (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	

11 SHIP TO/MARK FOR CODE	FACILITY CODE	12 PAYMENT WILL BE MADE BY CODE U.S. AGENCY FOR INTERNATIONAL DEVELOPMENT ATTN: M/CFO/CHP 1300 PENNSYLVANIA AVENUE, NW. WASHINGTON, DC. 20523-7800	
13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 USC 2304(c) <input type="checkbox"/> 41 USC 251(a) 1		14 ACCOUNTING AND APPROPRIATION DATA See Section G	

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
CONTRACTOR SHALL PROVIDE SERVICES SET FORTH IN SECTION "C"					
MAXIMUM ORDERING LIMITATION (SHARED) = \$1,500,000,000					
16G TOTAL AMOUNT OF CONTRACT					\$25,000.00

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	56-66
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X	H	SPECIAL CONTRACT REQUIREMENTS	46-55				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein).	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
19A. NAME AND TITLE OF SIGNER (Type or print) M. Charito Krivant, President & CEO	20A. NAME OF CONTRACTING OFFICER MICHAEL A. CLARK
19B. NAME OF CONTRACTOR BY <u>Michael Krivant</u> (Signature of person authorized to sign)	19C. DATE SIGNED <u>Aug 25 08</u>
20B. UNITED STATES OF AMERICA BY <u>Michael A. Clark</u> (Signature of Contracting Officer)	20C. DATE SIGNED AUG 29 2008

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

The purpose of this contract is to provide services that fall within the scope of the work specified in Section C for Support Which Implements Fast Transition III (SWIFT III). 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 Cost-Plus-Fixed Fee (CPFF). 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 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 such task orders.

B.4 MAXIMUM CONTRACT CEILING

This is a multiple award Indefinite Quantity Contract with an overall ceiling price of \$1,500,000,000. The maximum aggregate dollar value of task orders awarded to all contractors cannot exceed the contract ceiling. This ceiling is not being subdivided among the number of awardees nor is it being multiplied by the number of awardees.

The number of awards under SWIFT III is seven (7)

B.5 OBLIGATED AMOUNT, ESTIMATED COST, FIXED FEE

(a) 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 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) Fixed Fee Payment. For any task order issued under this contract, at the time of each payment of allowable costs to the

Contractor, the USAID paying office ordinarily pays the Contractor a percentage of fixed fee that directly corresponds to the percentage of allowable costs being paid. Two exceptions to paying fixed fee in this manner apply:

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

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

B.6 INDIRECT COST

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

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Fringe Benefits Overhead G&A	(b)(4)			

Base of Application:

- a | (b)(4)
- b |
- c |

Note 1: Contractors are allowed to recover applicable indirect costs (i.e., overhead, G&A, etc.) on other direct costs (ODCs), if it is part of the contractor's usual accounting procedures, consistent with FAR Part 31, and Negotiated Indirect Cost Rate Agreement (NICRA).

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

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

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

(1) The distribution base for establishment of final overhead rates is (b)(4)

(2) The distribution base for establishment of final G&A rates is (b)(4)

(b) 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.

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

<u>Indirect Cost</u>	<u>FY 08</u>	<u>FY 09</u>	<u>FY 10</u>	<u>FY 11</u>
Overhead	(b)(4)			
G&A				

(d) 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 CEILINGS ON FIXED FEE

For each task order issued under this IQC, the TOCO and Contractor agree to negotiate a set dollar amount for fixed fee. In negotiating the fixed dollar amount for fee, the TOCO must consider the policies and factors for establishing fee in FAR 15.404-4 as well as any applicable USAID policy on establishing a fixed fee amount.

In no event, however, may the amount of fixed fee in any individual task order exceed the following:

- (b)(4) • _____ percent for the total estimated project costs (excluding components of the transition activities pool (TAP) as discussed in Section C.3(c), and fee) for the task order,
- (b)(4) • _____ percent of the amount for non-grants under contract components of the transition activities pool (TAP) awarded under the task order, excluding fee.

For the grants under contract activities awarded under a task order, a Letter of Credit (LOC) will be sought for awardees. However, since issuance of an LOC cannot be accomplished prior to award, once known, an amendment will be issued to include only the appropriate ceiling fee in the contract:

- (b)(4) • _____ percent of the amount for grants under contract awarded under the task order, excluding fee if issued a letter of credit.
- (b)(4) percent of the amount for grants under contract awarded under the task order, excluding fee if NOT issued a letter of credit.

B.9 LABOR

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

B.10 TASK ORDER LIMITATIONS

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

(b) 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 \$100,000, 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 an amount of less than \$100,000 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.

(c) Maximum Order. When USAID requires services or reports and other deliverables covered by this contract in a Task Order amount of more than \$50,000,000, 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 \$50,000,000 and awarded a Task Order to do so, the Contractor is required to provide said services and reports/deliverables in accordance with the Contracts terms and conditions.

(d) 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 OBJECTIVE AND GENERAL DESCRIPTION OF THE CONTRACT

The objective of this Indefinite Quantity Contract (IQC) is to provide the Office of Transition Initiatives (OTI) with the means to support U.S. foreign policy objectives by helping local partners advance peace and democracy in priority countries in crisis. OTI's program team, comprising OTI and contractor personnel, will work on the ground to provide fast, flexible, short-term assistance targeted at key political transition and stabilization needs. Through specific task orders, the contractor will establish, staff, manage, operate, and support a flexible quick-response mechanism capable of administering and implementing targeted activities and for providing support to U.S. Government personnel.

C.2 BACKGROUND

This background section provides an overview of OTI, defines a "Transition" and OTI's criteria for engagement. It also presents information pertinent to an OTI program including information on implementing and local partners, funding, program duration, handover and exit strategy.

C.2(a) Office of Transition Initiatives (DCHA/OTI)

Since 1994, OTI, part of USAID's Bureau for Democracy, Conflict, and Humanitarian Assistance (DCHA), has laid the foundation for long-term development in 33 countries in transition by nurturing peace processes, promoting reconciliation, supporting independent media, developing strategic communications capacities for nascent democratic governments, and fostering peace and democracy through innovative programming. In countries undergoing a transition from authoritarianism to democracy, violent conflict to peace, or other pivotal political events, OTI seizes these windows of opportunity and seeks to act as a catalyst for positive political change. OTI programs are short-term - typically, two to three years in duration. OTI programs often are initiated in states that have not reached the stability needed for longer-term development to succeed. Therefore, OTI works closely with regional bureaus, missions and other counterparts to identify programs that complement other assistance efforts and lay a foundation for longer-term development after OTI exits.

OTI programs are designed to meet the unique needs of each country context and to remain responsive to rapidly evolving political and operational environments. In order to fulfill its mandate OTI must have the ability to change, reorient or refocus its programs in order to rapidly respond to new strategic opportunities in the country or region. Previous OTI programs in the past have:

- drawn people together across ethnic, political party, and religious lines to work towards common goals;
- provided materials for small infrastructure repair projects as a means of encouraging communities to hold government officials responsible for responding to local priorities;
- supported community initiatives to rehabilitate critical infrastructure in war torn areas;
- facilitated sustained communication and cooperation between newly elected officials and their constituents;

- encouraged measures to bring military and security forces under civilian democratic control;
- provided basic furniture, equipment, and short term technical assistance to key government ministries to rapidly restore critical services;
- back local human rights groups and war crimes investigations;
- supported production and development of get-out-the vote ads, local anticorruption campaigns, and public service announcements;
- supported or advanced media infrastructure, systems, networks, regulatory regimes, and professionalism;
- promoted independent media and increased access to balanced information;
- assisted local peacemakers to prevent conflict and promote ethnic reconciliation;
- provided community-focused reintegration assistance for ex-combatants and war-affected youth;
- provided timely and targeted support to civil society organizations as a means of engaging government officials in dialogue and promoting accountability; and
- supported local efforts to mitigate and manage ethnic and religious conflict through training, improved communication, and confidence-building measures.

More information on OTI, including details on past and present country programs, can be found at http://www.usaid.gov/our_work/cross-cutting_programs/transition_initiatives/index.html or by visiting www.usaid.gov and entering the keyword "OTI".

C.2(b) Defining a Transition

A transition is a time of high politicization and instability as major groups within a country compete for power and the foundation for a new regime takes shape. During these periods, citizens are often preoccupied with personal security and meeting basic needs, and unsure what the political changes mean. While long-term development programs may not be feasible during transition periods, profound advances toward democracy and peace are possible.

Transitions offer windows of opportunity to:

- (a) Shift the balance of power and the center of political gravity towards forces favoring peace and democratic governance; and
- (b) In the case of fragile new governments, to promote positive changes in public perceptions by:

- (i) Addressing critical transition priorities in targeted, tangible ways;
- (ii) Building confidence through peace dividends and mitigating conflict;
- (iii) Strengthening an independent media acting in the public interest and holding governments accountable; and
- (iv) Assisting governments in developing their strategic communication capacities.

In the past, OTI has worked in a diverse range of transition settings that have generally fallen into one of three categories. These categories may evolve in the future as country situations change:.

- Transition to Democracy: Transitions to democracy occur when a seminal event—typically an election—ushers in a democratic government after a

period of military or autocratic rule. In these situations, OTI responds to the desire of the newly elected leadership and the general population for improvements in information flows, governmental transparency and accountability, and participatory decision making.

- Transition to Peace: Violent conflicts tend to be cyclical. If the pattern is not broken, cycles of retribution can repeat themselves for decades, even centuries. In the aftermath of civil wars, OTI seeks to create a foundation for a just and lasting peace by supporting the negotiation and implementation of peace agreements that provide a framework for inclusive governance and national reconciliation. OTI also supports efforts to increase local capacity to manage conflict and promote reconciliation, especially at the community level.
- Transitional Political Crisis: In countries where democratic institutions come under serious challenge, or where ethnic, religious, or political rivalries threaten to flare into open violence, OTI initiates activities that increase opportunities for dialogue and constructive citizens' participation in the democratic processes. By shoring up democratic forces, seeking opportunities to introduce reform, and training communities to better manage conflict, OTI seeks to reverse the slide toward instability and return toward peace and democracy.

C.2(c) Criteria For Engagement

To effectively plan and initiate programming, OTI must recognize circumstances where quick and targeted aid can make a significant difference, and be prepared to respond in a timely fashion. With limited resources, OTI must concentrate its efforts where they can have the greatest positive impact.

To determine where to devote its resources, OTI applies four key criteria for engagement:

- Is the country important to U.S. national interests?
- Is there a window of opportunity?
- Can OTI's involvement significantly increase the chances of success?
- Is the operating environment sufficiently stable?

The criteria can be elaborated as follows:

- Is the country significant to U.S. national interests? While humanitarian aid is distributed on the basis of need alone, transition assistance is allocated with an eye to advancing U.S. foreign policy objectives and priorities. Stable, democratic countries are better able to meet the needs of their own people, are more reliable trading partners, are less likely to engage in aggression against their neighbors, and are less inclined to engage in destabilizing activities. In consultation with the Director of Foreign Assistance, the Department of State, the Department of Defense and the National Security Council, and with the consent of Congress, OTI seeks to focus its resources where they will have the greatest impact on U.S. diplomatic and security interests.
- Is there a window of opportunity? Even the best-intentioned assistance can be ineffective if the situation is not ripe for change. OTI cannot create a transition or impose democracy, but it can identify and support key individuals and groups who are committed to peaceful, participatory reform. In short, OTI acts as a catalyst for change where there is sufficient indigenous political will. In most cases, a key event occurs - an election, a peace accord, or the rise of a nonviolent protest movement - that signals a fundamental realignment of power or direction and thus a

window of opportunity to promote positive political change. Before initiating a new country program, OTI analyzes the extent to which the ingredients for success are in place.

- Can OTI's involvement increase the chances for success? Because of its flexible programming, funding, and management approach, OTI receives many more requests for assistance than it is able to fulfill. OTI's programs are designed to neither duplicate nor substitute for other U.S. government efforts. Before engaging, OTI explores whether U.S. government assistance is desired by local partners, whether OTI is the most appropriate U.S. government office to provide this type of assistance, and whether OTI's available resources and expertise are sufficient to achieve the desired outcomes.
- Is the operating environment sufficiently stable? While part of OTI's comparative advantage lies in its experience working in some of the world's most sensitive and dangerous places, there must be enough stability to enable OTI and contractor staff to travel outside of the capital to implement and monitor OTI-funded activities. OTI is not a centralized grant-making program. It is an operational office with OTI and contractor staff working on the ground at the community level.

C.2(d) Transition Programming Partners

Primary Implementing Partners

Depending on the country context, OTI may have more than one primary implementing partner in a country. Generally, one would be a SWIFT contractor while others would work on specific program components through other acquisition or assistance mechanisms. Other partners may include International NGOs, Public International Organizations, or contractors. These partnerships are either established directly with OTI or through its SWIFT Contractor with organizations that have experience working in countries in political transitions and/or in post conflict environments.

OTI's Local Partners

OTI works with a variety of partners through its primary implementing partner(s). These local partners are often non-traditional USAID partners and may include local indigenous groups; cooperatives; associations; informal groups; non-governmental organizations (NGO's); local, regional and national governments; private voluntary organizations (PVO's); U.S. organizations; student groups; media; international organizations; private sector and coalitions of these entities.

C.2(e) Direction, Decision-Making, and Partnership

Each Task Order will have a designated Task Order Cognizant Technical Officer (TOCTO) who may be Washington-based. In addition to the TOCTO, an OTI Country Representative will be assigned in the field. The OTI Country Representative is generally a U.S. Personal Services Contractor (PSC) or other USAID employee. In his/her absence an OTI Senior Field Advisor or other OTI member may fill this role. The Country Representative is OTI's in-country representative to coordinate and liaise with implementing partners. The TOCTO still provides the Washington-based, task order level direction and contract management.

The TOCTO through the Country Representative will provide, within the Task Order Scope of Work, programmatic guidance. S/he will also approve each activity, types of local partners and beneficiaries, and final selection of local partners, ensuring that activities are contributing to OTI's program

objectives. The OTI Country Representative will advise the TOCTO in making these decisions based upon U.S. foreign policy interests and in close collaboration with the contractor, other USAID offices, and the U.S. Embassy. Depending on the country situation, TOCTO's in collaboration with OTI Country Representatives may also be involved in the design and development of program activities. The Country Representative is supervised by the Washington-based OTI Regional Team Leader but also works closely with the TOCTO and, where appropriate, with the USAID Mission Director and the U.S. Ambassador or designee. Although the country context may vary, OTI coordinates closely in the design and implementation of programs, with the US Embassy, the USAID Mission, and other USAID or Department of State offices (e.g., OFDA, CMM, DG, and S/CRS).

As described above, OTI has a unique management style and can be described as an implementing or operational donor. This management style requires a strong partnership between OTI and their contractor. The chart below gives a typical overview of how this partnership works to contribute to shared responsibilities in an OTI program.

Partnership		
OTI is not a conventional donor. We see ourselves as part of a partnership in what should be a relatively seamless operation.		
USAID/OTI Responsibilities	Shared Responsibilities	Contractor Responsibilities
-Overall Direction and Analysis -US Government Relations -Donor coordination -Activity Guidance, Review and Approval -Overall Program Impact -Handover/OTI Exit	-Effective Strategy and Approach -Political Vision and Analysis (what do we do and why do we do it) -Interactive Activity Development -Monitoring Implementation -Information Management -Evaluating Impact -Reporting -Legacy (Success and Failure)	-Local Analysis -Local Relations -Activity Concept, Development and Execution -Activity Impact -Close Out

Working with the OTI country staff and the TOCTO, the contractor will be involved in all aspects of the program. The level and quality of this close interaction and one-vision approach is critical to overall program success. This integrated team approach is important for dealing with the stresses and strains of rapidly implementing a complex and politically delicate program in an uncertain environment while maintaining programmatic flexibility. The regular periodic re-examination of programmatic goals and objectives, roles and responsibilities, lines of communication, policies and procedures at scheduled strategic planning sessions or rolling assessments provides a formal process for strengthening team skills and program focus.

C.2(f) Funding

OTI generally initiates programs through the Transition Initiatives (TI) account as specified in the Foreign Assistance Act of 1961, as amended. The account is "to support transition to democracy and to long-term development of countries in crisis...such support may include assistance to develop, strengthen, or preserve democratic institutions and processes, revitalize basic infrastructure, and foster the peaceful resolution of conflict." At

least five (5) days prior to beginning a new program of assistance, OTI submits a report to the Appropriations Committee.

OTI often leverages other non-TI funding sources that may include other U.S. Government foreign assistance funds (e.g., Development Assistance, International Disaster and Famine Assistance, and Economic Support Funds) as well as other non-U.S. Government funds. These non-TI funds may be obligated directly by USAID to the SWIFT III Task Order, directly to the partner, or as part of the grantee's contribution.

C.2(g) Duration, Handover, and Exit

Transition programs, given their very nature, are designed to be short, targeted and flexible. OTI generally plans to exit a country program within two years of initiating an activity. Therefore, the initial duration of most Task Orders is two years. All OTI programs are required to have a handover strategy developed within 18 months of the program startup. OTI programs are not intended to substitute for long-term development.

OTI works with the USAID Mission (if present) and other donors to determine which aspects of the program may be suitable for handover given the nature of the transition at that point in time. This handover strategy addresses how certain program aspects may be continued and how they will be funded. In some cases, given the country situation, no handover is necessary and OTI and its implementing partner(s) simply end the program and exit. In both cases, the contractor will assist in developing an OTI Exit Strategy and a program handover strategy (if applicable).

C.3 SCOPE OF WORK

The objective of this Indefinite Quantity Contract (IQC) is to provide OTI with the means to support U.S. foreign policy objectives by helping local partners advance peace and democracy in priority countries in crisis. OTI's program team, comprising OTI personnel and the contractor, will seize critical windows of opportunity, working on the ground to provide fast, flexible, short-term assistance targeted at key political transition and stabilization needs. Contractor(s) are critical to the success of OTI programs because they are expected to overcome the significant challenges posed by "conflict prone" or otherwise unstable countries in which OTI operates. The contractor will need to provide rapid mobilization of initial start-up teams to countries in order to set up offices/hire (local) staff; develop, award, and administer small grants (primarily to local groups); procure goods and services for in-kind grants or for direct distribution; provide short-term technical assistance; contribute to local political analysis; maintain liquidity of funds in a variety of unstable country situations; and implement other activities to meet critical needs in transition/post conflict settings.

The following sections, comprising the Scope of Work, describe (a) field staffing, administrative, and management structures, and (b) the services covered under this IQC. Also described are financial responsibilities; the OTI Activity Database; communications and information technology; branding and marking; and reviews and evaluations.

C.3(a) Field Staffing, Administrative, and Management Structures

Field staffing, administrative, and management structures will vary according to the demands of each country program and area. There will generally be one OTI coordinating office in the capital, probably based in the USAID Mission

or US Embassy. In addition, there may be one or more OTI regional offices as part of USAID or stand-alone. The task order will estimate the number of in-country offices that the contractor will need to plan and budget for, but these will generally consist of a program office in the capital and regional offices as needed. For each program the exact number and location of the offices will be determined by the TOCTO and OTI Country Representative (and Regional Security Officer, RSO), in keeping with the task order scope and budget, programmatic focus, cost effectiveness and efficiency.

In addition OTI may establish a regional program to respond to a regional transition. In this case, the task order will specify the country or countries in which contractor presence will be required.

Contractor administration and management responsibilities are further elaborated on in the following section.

C.3(b) IQC Services

The contractor will be responsible for the following two services under this IQC:

- (1) Implement and manage activities from the Transition Activities Pool (TAP); and
- (2) Support non-direct hire U.S. Government personnel, as needed.

Task Orders that are issued under this IQC will specify the country or region within which to engage; the nature of the transition; the objectives of the country or regional program; the specific services; and the anticipated types of program activities.

The following sections elaborate on the two services under this IQC.

1) Implement and Manage Activities from a Transition Activities Pool (TAP)
The contractor shall be responsible for all of the programmatic, management, and administrative aspects of the program under the strategic direction of the TOCTO in coordination with the OTI Country Representative. Programmatic responsibilities include conducting political analysis and rolling assessments with OTI personnel as well as managing the TAP, which consists of the following: finding and working with local traditional as well as non-traditional partners; implementing activities; monitoring the implementation and evaluating the impact of activities; and reporting on progress against program objectives. All program resources will be channeled into the TAP that will support program objectives by primarily providing funding for grants under contract. As necessary and specified in task orders, the TAP may also be used to fund other activities, namely short term technical assistance, training, and direct distribution of goods and services by the contractor. Descriptions of the TAP and program activities can be found in Section C.3(c).

The contractor will be responsible for all administrative and management functions necessary to support implementation of activities funded by the TAP. Administrative responsibilities include all logistics, procurement, personnel, management, and finance aspects of the program. These include, but are not limited to mobilizing rapidly; hiring and training staff; setting up offices; logistics to support in-kind procurement; establishing and maintaining security and emergency systems; purchasing office equipment and vehicles; establishing communications and information systems; developing and maintaining procurement and financial systems; providing varying amounts of

funds on short notice (up to \$1.8 million for operations and activities) in countries where there are no or limited banking institutions.

The implementation and management of activities from the TAP generally includes four distinct phases:

- Phase 1 - Pre-Deployment
- Phase 2 - Startup
- Phase 3 - Full Implementation
- Phase 4 - Close-out

Each specific task order may include other sub-phases, for example, an expansion phase during full implementation where additional offices may be required. The following sections describe each Phase.

i) Phase 1 - Pre-Deployment Phase

Contractors must be available on short notice to perform worldwide under extremely challenging circumstances. Requests for Task Order Proposals (RFTOP) may present IQC holders only a two-week period to submit proposals, and notifications of award can be given within one week of the closing of the solicitation. Because OTI interventions are rapid, the situation may require the contractor to deploy to a country sometimes as quickly as 72-hours after notice of award and to have operations set up so that activities may be initiated within a few days as specified in the applicable task order.

The challenge to move quickly while simultaneously beginning the process of collaboration and team building make this first step towards program implementation a critical one. The coordination of schedules, training of staff, the procurement of required supplies and equipment and the delineation of roles and responsibilities between contractor and USAID/OTI staff are critical to this planning. This delineation will be clarified in a task order kick-off session and the in-country strategic planning session in the operational startup phase.

The task order will specify the number of days within which the contractor shall participate in a Washington DC-based kick-off conference (generally within 2-7 days) and to deploy a startup team (generally within 3-15 days).

During the pre-deployment stage the contractor may be called upon to provide initial short-term technical assistance, political analysis, and/or funding for and implementation of activities identified by USAID/OTI. The need to commence program activities rapidly is due to the changing needs of a transition environment where even a delay of one day can adversely affect OTI's ability to take advantage of strategic opportunities. The contractor's home or other regional office(s) must be able to support these initial activities as needed.

ii) Phase 2 - Start-up Phase

This phase begins upon the contractor's team arrival in country and is the most critical phase of an OTI program, during which time the contractor will establish key implementation systems and prepare for longer-term field staff deployment. The contractor will be required to put into operation administrative, management, programmatic and logistical procedures initiated during the pre-deployment phase. Among other things this will require the contractor to: establish and equip office(s) and residences for its staff,

procure vehicles; procure and establish communications equipment and information systems; set up the latest version of the OTI Activity Database (to be provided by OTI); hire local staff; train all staff and initiate regular program strategy meetings in collaboration with OTI personnel; establish its legal and tax status with the host government; develop initial work plans as well as coordinate closely with OTI, the USAID Mission, the U.S. Embassy and other prospective counterparts on initial program strategy and implementation. Program activities (including grant making, short-term technical assistance (STTA), and procurement of goods and services) from the Transition Activities Pool (TAP) may be required during this phase and, until logistical arrangements are in order, may continue to be managed out of the contractor's head office or other regional offices.

iii) Phase 3 - Full Implementation Phase

The full implementation begins at the end of Phase 2 and continues throughout the life of the program. The contractor will be responsible for managing the implementation of programmatic activities through the Transition Activities Pool (TAP) as described in Section C.3(c). The on-going management of personnel, finances, operations, and rapid and realistic monitoring and evaluation (M&E) systems required to manage and implement the program will be required. Offices outside the capital may also be required at any time after program startup. Under the direction of the TOCTO in coordination with the OTI Country Representative¹ the contractor shall assist with grant activity design and preparation; award grants under contract; contract STTA personnel; procure goods and services for grants and for direct distribution; implement activities according to the agreed upon quantities and qualities; manage the OTI Activity Database and upload weekly updates to OTI; and monitor implementation, evaluate impact, report on outputs and outcomes, and close out each activity.

During this period the contractor will also assist the OTI Country Representative to organize and facilitate regular strategic planning sessions and assist the CR in documenting the ongoing and dynamic decision making processes in the program. In addition it will also continue to provide security, political analyses, ground-truthing, administrative, evaluation and other program implementation aspects. Throughout the life of the program, OTI regularly revisits and updates its strategy to ensure that activities developed for funding and implementation are directly related to achieving current U.S. foreign policy objectives. OTI and implementer partner staff, with the USAID mission where applicable, work together to set program priorities, adjust country strategies, and identify potential grantees.

iv) Phase 4 - Close-Out Phase

Generally three months prior to the end of the task order, the contractor will implement the USAID-approved close out plan (administration, information, finance, procurement, management) within the required timeframe. The plan should be cost effective and include, but not be limited to equipment, records, vehicle and procurement disposition; office/residential termination; and job relocation services for employees. The plan will be submitted for approval in accordance with the deliverable schedule specified in the task order. The plan should include and/or address:

- Country Representative and TOCTO concurrence, and the Contracting Officer (CO) approval of property disposition plan;

¹ The OTI Country Representative is defined in Section C.2(e).

- Dates for final delivery of all goods and services for activities;
- Review of contract and activity files for audit purposes and final billing to USAID;
- A schedule to address office leases, bank accounts, utilities, cell phones, personnel notification, health insurance, outstanding travel, social payments, household shipments, severance, vehicle leases, phone subscriptions;
- Receipt of all final grantee invoices and activity performance reports;
- Completion of all activity impact evaluations;
- Report of use of funds not required for completion of the contract;
- Participation in and assistance to OTI to conduct an independent final evaluation; and
- Participation in and contribution to an After Exit Review organized by OTI to identify lessons learned over the course of the program.

C.3(c) Transition Activities Pool (TAP)

With OTI, the contractor is responsible for managing the TAP to execute activities that further program objectives. Rapid, targeted, and politically-relevant activities in countries that are emerging from crisis cannot be planned months in advance. Because OTI supports local partners and provides fast, flexible, short-term assistance targeted at key political transition and stabilization needs, the type of assistance is based on the situation in-country, U.S. foreign policy, the status and direction of the transition, and the ability of local partners to institute change. Therefore, the type of the activity will depend on a number of factors. Examples of activities include: STTA to the Office of the President immediately following the new president's inauguration (Liberia); short-term employment (Iraq); community-based activities targeted at reducing violence (Haiti); reintegration of ex-combatants including life skills and vocational training (DRC); providing logistics support to the *loya jirgah* and distributed of radios in support awareness of current political events (Afghanistan); and assisting local governments in providing basic services (water, sanitation, drainage) immediately following the signing of the peace agreement (Sudan).

Under each task order, all program resources will be channeled into a TAP that will support program objectives by providing funding for these kinds of activities. Funding will principally be for grants under contract. There may be occasional circumstances where grants are not the most appropriate vehicle to achieve the objectives sought. In these instances, one of three other activities may be approved by OTI to be funded from the TAP: (1) program-related short term technical assistance (normally be limited to several months of expert services and only when the technical assistance cannot be part of a grant); (2) training (limited to less than a year in-country or in the geographic region); and (3) direct distribution of goods and services in situations where suitable grantees may not be readily identifiable but that urgent procurement action needs to take place. (When larger sums of funding or longer periods of time are involved, OTI may choose to use other acquisition or assistance mechanisms). Contractors will be responsible for designing, implementing, and reporting on the TAP activities under guidance from OTI. OTI will approve each activity, changes to activities (scope or budgets within existing TO scope and budget), and the use of funds from the TAP.

All activities will be designed, approved, and implemented according to the relevant standard USAID procedures. In addition, OTI's standard procedures

will apply. These procedures are described in this SOW. All activities shall be approved by USAID (the OTI Country Representative, TOCTO, or CO depending on the thresholds) as described in Section C.2(e) and in the Activities Manual. The use of OTI Activity Database is required for documentation, approval, and reporting on activities from the TAP. All activities are to be implemented within the timeframe authorized by USAID during activity approval. The contractor will: execute the activities according to the qualities and quantities approved in the activity clearance form; monitor the activities for technical and programmatic soundness; and evaluate them against their individual goals and the goal of the program.

In order to ensure a complete understanding of the relationship, the roles and responsibilities, and the processes for activity making, including grant making, the contractor will be required to submit an Activities Manual for CTO concurrence and for CO approval before award of the first task order. This manual should be based on the FAR, ADS, AIDAR, and the information provided in this Scope of Work, as well as on the contractor's corporate practices. The manual should be updated as necessary during the life of the IQC.

The following sections provide additional information on the four types of activities that may be executed using funds from the TAP. Each Task Order Statement of Work will indicate which activities are available for that country program.

Grants Under Contract

OTI's preferred and predominant vehicle for program implementation is Grants Under Contract. The prototype grant involves some or all of the following features: broad and diverse community participation in the grant's design and implementation; grantee contribution (e.g. in labor or materials); catalytic nature; near-term, high-impact; a media or information component to amplify the results; tangible visible benefits; and rapid results. The types of grants may vary, but most are designed as a means to achieve positive change in public perceptions or behaviors.

Whereas the grant programs of many donors are accessible only to organizations sophisticated enough to understand the application process, submit appropriate proposals, and meet rigid qualification criteria, OTI seeks to award its grants to new and untested local partners, those that want to "advance peaceful democratic change" and that are willing to focus on issues of higher risk and/or activities not currently being funded by others. Therefore, rather than conducting competitions that can take months to decide, OTI and its contractor help groups with good ideas put together quick and effective action plans. OTI approaches a grant as an agreement with an organization whereby the contractor will provide the grantee with the resources to implement an activity.

By targeting items to specific projects and uses rather than providing core budget support, OTI ensures that its assistance is being used for intended purposes. By keeping the grants small - typically between \$5,000 and \$50,000 (the majority of the grants are under \$100,000) - OTI limits the level of exposure and risk.

This approach requires rapid immersion in the community by the contractor, who provides OTI with a group of talented individuals familiar with local politics and customs. Rather than waiting to be approached for assistance, OTI and contractor personnel are expected to seek out local partners and

opportunities to foster change. OTI and the contractor help grantees develop two- to three-page project descriptions. In most cases, funding decisions are made within days, not weeks or months. In addition, OTI affords great flexibility to its Country Representatives, authorizing them to approve certain grants under contract on the spot. In this way, OTI's contractors award and manage hundreds of grants in each country every year.

The contractor is responsible for the following aspects of a grants under contract program: find suitable grantees for activities that may be identified by OTI, USAID, U.S. Embassy, or the contractor; solicit grant ideas from potential grantees; work with grantees to develop grant concepts that respond to the political transition issues/objectives; seek OTI concurrence for the grant concept before grant development; develop and design grants; use the OTI Activity Database as a grant writing, tracking and reporting tool; seek OTI written approval for the grant (and subsequent modifications); determine a potential grantee's worthiness to receive assistance; work with the grantee to ensure implementation of the grant; procure or secure goods and services for the activities (for in-kind grants); monitor the implementation and evaluate the impact of the grant activities; and provide technical assistance to grantees as required.

In-Kind Grants - The resources provided through grants under contract are seldom cash. OTI primarily offers in-kind support because it is an effective means to achieve OTI's ends. OTI recognizes that depending on a country situation, grantee, and grant amount, cash or cash advances are often cost-effective and efficient. However, OTI has found that in-kind assistance, while logistically intensive, is particularly well adapted to acting as a catalyst for positive change in post-conflict environments.

In many post-conflict contexts, cash grants can raise suspicions instead of building confidence. All too often, cash is considered "business as usual" and does not lend itself to the same level of public transparency. The use of in-kind procurement raises the procurement function to an advanced level of importance in OTI program implementation. This type of rapid response will often require additional resource outlays including procurement managers and staff, financial staff, and project development officers. Thus, when justifying operations costs, it is always helpful to have a detailed knowledge of the operating environment inside the country and the human resources required to manage rapid response logistics.

For in-kind grants, the contractor procures the goods and services themselves and gives them to the grantee to execute their project. For example, if the grantee needs hotel space for a workshop, the contractor will pay the hotel directly. If the grantee needs to distribute posters as part of a peace campaign, the contractor will find and pay the printer directly for costs associated with producing the posters and pay the transportation costs associated with the distribution.

The use of in kind grants generally:

- Allows for OTI to work with a variety of people, including non-traditional USAID partners.
- Avoids the problem of transferring cash to organizations lacking the administrative and bookkeeping capacities to manage it properly.
- Allows the grantee to focus on activities instead of the burden of managing money, contracting vendors, and purchasing goods.

- Models "new ways of doing business" by demonstrating the art of the possible and motivating and empowering local communities and organizations.
- Lends itself to creative leveraging and transparency, which can build confidence and promote positive changes in attitudes, perceptions, and behaviors. In post-conflict environments, this is generally more important in the short-term than building the capacity of local grantees to do accounting and financial reporting. Other parts of USAID focus on the latter.
- Supports genuine community or local group initiatives and validates the human resources local partners have instead of the financial resources they do not have.
- Limits the question, "What is in it for me?" and emphasizes the question, "What can we accomplish together?"
- Encourages problem-solving together.
- Does not preclude cash grants where feasible and advantageous.

The contractor is responsible for ensuring that its own internal financial accounting and purchasing methods conform to USAID regulations. For example, the contractor must identify and select vendors in an open and transparent way. The contractor might pay salaries to a strategic communications consultant directly; thus their services become an in-kind contribution to the grantee hosting the meeting. On the other hand, the contractor reserves the right to confiscate equipment, or terminate the grant if OTI or the contractor finds the grantee has not fulfilled the conditions outlined in the Grant Agreement.

For the in-kind mechanism to work effectively, grantees and the contractor and other OTI implementing partners must collaborate closely to ensure the goods, services and/or intellectual products that the contractor provides are of satisfactory quality and are delivered according to the required schedule. The points in the grant making process where this cooperation is the most important are:

- Budgeting. The grant budget should be the most accurate estimate possible of expected costs for each of the goods, services and/or intellectual products approved in the grant. Applying both the grantee's and the contractor's experience to the budgeting process minimizes variation between the budget and actual costs, ensuring that sufficient funds are obligated to the grant. Funds not used for activities will cycle back to the TAP for other activities under the same task order.
- Selection of vendors. The contractor cannot select an appropriate vendor without a complete and full understanding of the grantee's requirements. This means that the grantee must provide OTI's contractor with sufficient information to be able to communicate those needs clearly to potential vendors. "Sufficient information", for example, might be a description of the design concept for a poster, the specifications for a computer, or the scope of work for a consultant's contract. On certain occasions, the contractor may ask a grantee to meet directly with potential vendors to improve their understanding of the grantee's needs.

Short Term Technical Assistance (STTA)

With STTA, the contractor provides an expert to an organization or government entity to help them to perform a specific function more efficiently and effectively. This person will likely work in the organization or government

entity themselves for a short period of time (usually a few days to a few months). The TO contractor simply provides the person to the organization / entity, and the expert answers to the organization / entity on a daily basis on what it is they want the expert to help them with. OTI prefers that experts are provided as a part of a grant activity as described above. However, in rare occasions, it may be a stand-alone activity. Note that this program STTA does not include technical experts for OTI or the contractor, for example a facilitator for a strategy planning session.

Training

Training is an activity by which skills or knowledge are imparted to a group of people. As described above, training is often part of a grant (technical assistance, training the Ministry of Water on how to operate the water pumps) when there is a clear grantee. However, in the past, OTI programs have sometimes included ex-combatant or war-affected youth life skills / vocational training activities as part of their country programs (e.g. Sierra Leone, Burundi, Liberia, Congo II). The primary difference between training as a separate activity vs. training as part of a grant is that the former is implemented by the contractor. The contractor may be required to hire trainers, develop training material, and implement the training program. Training programs under this IQC are limited to short-term trainings (defined as one year or less per trainee) and that directly contribute to the objectives of the program.

Direct Distribution of Goods and Services

In rare situations, the contractor may be required to directly procure and distribute goods and services to beneficiaries. This activity applies only when there is no suitable grantee to execute the activity, e.g., a grantee without the capacity or network to distribute the goods.

C.3(d) Support to Non-Direct Hire USAID Personnel

OTI is sometimes the only USAID or US Government presence in countries in transition, including those that are emerging from crises or those where other U.S. Government personnel have been evacuated. In other instances, the USAID or other U.S. Government capacity to support U.S. Government personnel in rapidly evolving situations may be limited. No costs can be incurred in support of U.S. Government direct hire personnel, although the contractor may make logistical arrangements for them.

If specified in a request for task order proposals (RFTOP), the contractor may be required to provide any or all of the following for U.S. Government personnel in support of the program objectives:

- Obtain, furnish, equip, operate, protect and maintain office and/or residential space
- Procure, lease, or rent and maintain transportation with operators;
- Procure, rent, or lease and maintain communications and information technology equipment and services (including data communications links, terrestrial radio, satellite data)
- Provide administrative assistance or engage administrative and support staff (secretarial, translation, inventory control), and information technology (e.g., database and geographic information system) services;
- Arrange and pay for travel (including local, in-country and international airline travel, vehicle rental, hotel accommodations, passports and visas);
- Secure and support short-term technical assistance for USG; and/or

- Arrange for training for USG staff.

The parameters for this support will be specified in each RFTOP proposal.

C.3(e) Personnel

The actual number of staff will vary from country-to-country, and will be identified in task order scopes of work. For each task order, the contractor is encouraged to suggest a reorganization of responsibilities and other positions as deemed necessary to fulfill program contract requirements. OTI will be looking to achieve the best balance between the number of personnel dedicated to the project (especially grants, procurement, and financial specialists) and the ratio of the Transition Activities Pool to other operational, management, and administrative costs.

Each specific RFTOP will specify which positions USAID believes are important to the program and shall be considered key positions under the Task Order. In general, past experience has indicated that these key positions are a subset of the following positions: Chief of Party, Deputy Chief of Party, Operations Manager; Project Development Officers, Program Analyst, Information and Communications Officer, Database Manager. The RFTOP statement of work will specify the positions, descriptions and qualifications for that specific task order. In general (and as specified in the RFTOP statement of work) with the exception of the Chief of Party, contractors are highly encouraged (when expertise is available) to propose Host Country National (HCN) candidates for each position. This will be particularly important in those not infrequent instances where U.S. security considerations limit or even proscribe expatriate working presence within country). However, the statement of work for each task order may sometimes require non-HCN candidates for other positions.

C.3(f) Financial Responsibilities

Funds Liquidity: The contractor is required to maintain liquidity of funds, not to exceed the amount obligated under the task order. Historically, up to \$1.8 million has been necessary in a variety of unstable country situations; and in implementing other activities to meet critical needs in transition/post conflict settings. The contractor will use these funds on a cost reimbursable basis for startup operations costs, activities from the TAP, support to USAID, and monthly operations costs. The requirement for liquidity is independent of whether or not a letter of credit is issued for the grants under contract portion of a task order. The amount expected for non-grant costs will vary depending on the country and the specific phase and may constitute 100 percent of these funds.

Monthly Invoices and Financial Reports: The contractor will track and document in a monthly invoice and report the detailed expenditures for both program activities (expenditures from the TAP) and non-program expenditures (management, administrative, operational, indirect costs and fees). Each submission shall include a financial summary sheet. The submission shall be made to the payment office indicated on the cover sheet of the Task Order. In addition, a copy shall be provided to the TOCTO. In exceptional cases (such as the case of very large task orders or a spike in program activities), submissions may be made more frequently than monthly. Each submission, regardless of the method of payment, shall detail the cost allocations to individual small grants and short-term technical assistance activities, referenced by activity number (from the TAP), with the amount, and an accounting description of the expense. This includes grants funded through a Letter of Credit. The contractor is required to provide a detailed budget and

vouchers for all subcontractors (if there are sub-contractors). The contractor regularly will adjust financial records to take into account fluctuations in the exchange rate, and make corresponding adjustments to spending estimates.

Obligations under Contract: In order for OTI to be able to respond to country situations and to be able to approve activities [as described in Section C.2(f)], OTI relies on the accuracy of the Activity Database's [See Section C.3(g)] tracking of available TAP funds and committed funds. Immediately following each obligation of funds, the contractor shall update the OTI Activity Database (Funds Control Sheet) with the new obligation, amount set aside for operations, and amount available for the TAP.

Disbursements from the TAP: The contractor will provide OTI with accurate weekly activity disbursement data via the OTI Activity Database described in Section C.3(g). OTI's Country Representative and OTI/Washington use this data to monitor the progress of each activity. The contractor may have to revise financial projections regularly to take into account fluctuations in the exchange rate and adjust program financial estimates and spending accordingly.

Funds from Different Sources: As described in Section C.2(f), OTI's programs may be funded with different sources of funds (other than TI). Task Order modifications may require separate accounting and invoicing of these funds, especially for earmarked funding, Congressional Supplementals, or non-US Government funds. In all cases, the contractor shall track the use of fund sources in the OTI Activity Database.

Financial/Budget: In addition, the contractor will provide budget information and financial pipelines before each contract modification/incremental funding; at the end of each quarter for USAID's accruals exercise; and as required by the TOCTO.

C.3(g) Activity Database

OTI uses a standardized Activity Database worldwide to help generate, develop, manage, monitor, evaluate, and report on program activities. The database incorporates lessons learned over more than ten years and continues to evolve. It has proven to be a highly effective tool for communicating and reinforcing an activity development methodology that adheres closely to program objectives, program management, reporting, and available funds. Although the exact content will vary somewhat from country to country depending on local variables and the exact nature of program design, most data elements are constant and provide the core framework of the database.

The contractor will be responsible for managing the day-to-day operation of the information management system to ensure accurate, complete, and up-to-date information that accurately reflects the status of the program at any one time. It is a window on the program for OTI/Washington and other key stakeholders

Note that the database is a continuously evolving tool; OTI will provide appropriate training in the use and maintenance of the database to the IQC holders and then immediately following award of a Task Order. The fields currently available in the database are: Activity Title, Awardee, Status (pending/completed/cleared/closed), Office (field office), Country Objective (OTI Objective), Fund Source, USAID F Labels (Area/Element/Sub Element), Themes (Cross Cutting), Sector, Activity Amount, Amount Disbursed,

Intermediary (SWIFT Partner), Summary, Justification, Background, Objectives, Beneficiaries, Impact, Point of Contact, Outputs (including F Indicators), Notes, Final Evaluation, and Hot Topics (Success Stories).

Unless otherwise indicated in a Task Order, the contractor is responsible for day-to-day management of the Activity Database, ensuring that the database contains accurate, complete, and up-to-date information in accordance with the protocols established by USAID/OTI. Specifically, the contractor is responsible for maintaining an information management process that ensures the data in the database is up-to-date and accurate; ensuring that the reporting structure reflected in the database has been continuously re-aligned (in coordination with USAID/OTI) with changes in the program objectives, strategy, and reporting requirements; maintaining the master copy of this database; for providing copies to the field offices (note that the database front end must be customized for each field office); installing updates as and when provided by USAID/OTI; maintaining a line of communication with OTI on database issues and upgrades via the USAID/OTI database listserv (email address will be provided to contractor at program startup); and for providing weekly copies of the data (back end) to the OTI Country Representative and the TOCTO.

If requested by the contractor, or if the need becomes apparent, USAID/OTI will provide training in Washington DC or in-country on set up and use of the database. After initial training, the contractor will be responsible for training its own field staff as well as for providing adequate home and field information technology (IT) support to maintain and properly use the database.

C.3(h) Communications and Information Technology

The contractor will install a LAN system for all offices. Also depending on the security situation and the recommendation of the Regional Security Officer (RSO) and the TOCTO through the OTI Country Representative, the contractor may need to purchase, license and operate telecommunications equipment such as cell phones, hand-held radios, vehicle radios, satellite phones, portable satellite internet access equipment; and establish and manage communications and telecommunications service contracts (e.g., cellular/landline telephone service, internet access, satellite news services). In addition the contractor will be expected to provide country-specific Geographic Information System (GIS) reference databases, reporting, and analysis in coordination with USAID/OTI's Washington technology office as specified in applicable Task Orders.

C.3(i) Monitoring and Evaluation

As specified in each task order, the contractor will establish and adhere to a monitoring and evaluation process, approved by USAID/OTI and correlated with the USAID/OTI's rolling assessments, monitoring implementation and evaluating impact processes, and the USAID/OTI Activity Database. The contractor will allocate sufficient resources to adequately monitor, track in the database, and report on the quality and impact of the program (at the strategic and program level) and the quality, implementation and impact of each activity (at the activity level). The contractor will also work closely with USAID/OTI to track and report on U.S. foreign assistance indicators through the Activity Database

C.3(j) Six-Day Workweeks

Six-day work weeks, without premium pay, may be authorized by the CO for specific Phases in the Task Order if required for effective implementation or

close-out of the program. The number of days allowed will be specified in the task order. The base for any allowances (including danger pay and post-differential) will be 40 hours regardless of the six-day work week approval.

C.3(k) Reporting

Each request for task order proposals will specify the reporting requirements for that program. Illustrative reporting requirements can be found in Section F.4.

C.3(l) Performance Management Plan, Reviews, and Evaluations

The contractor's performance shall be evaluated based on the completion of specific tasks as outlined in the Task Order, adherence to the work plan, and reports submitted to the Cognizant Technical Officer (CTO). In addition, throughout the course of a country program OTI will conduct a number of reviews and evaluations including: management reviews; program performance reviews; annual contractor performance reports; a final evaluation; and an after exit review. USAID may also conduct financial reviews as needed. The contractor will be expected to cooperate with and contribute to these reviews and evaluations. These are described below:

Initial Management/Financial Reviews

USAID/OTI reserves the right to conduct, and the contractor shall expect and support as necessary, a management review (by USAID/OTI-Washington) within the first six months of effective date of each Task Order to ensure systems (management, administration, finance, procurement, and program) are in place as per the Task Order.

Subsequent Management/Financial Reviews

The contractor shall cooperate with and contribute to subsequent (following the initial review described immediately above) USAID/OTI reviews of contractor management/financial systems and performance. In each case a specific Scope of Work will be developed appropriate to the needs of the review. Typically these reviews will focus on program management and performance, including such factors as cost, timeliness, and accountability. These reviews will include field and home office records pertaining to operations and program activities. The contractor shall cooperate with and contribute to a final management and financial review conducted by USAID/OTI Washington prior to program closeout.

Program Performance Reviews and Evaluations

USAID/OTI will also conduct annual program performance reviews (PPR) that will examine the program's impact and strategic direction as measured by OTI's mandate, approach, program goals, and objectives. Program evaluations, including a final evaluation, which measure program outcome and impact, will include the contractor's performance as part of the broader program team's performance.

Contractor Performance Reports

On an annual basis, the CO and CTO will complete a contractor performance report (CPR). Contractor evaluations will focus specifically on the contractor's stated responsibilities and contractor-submitted workplans.

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

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

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

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

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

D.2 BRANDING

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

D.3 BRANDING STRATEGY

(a) In accordance with ADS 320, USAID policy is to require exclusive branding and marking in USAID direct acquisitions using any source of funds. Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not required on contractor vehicles, offices, office supplies or other commodities used solely for administration of the USAID-funded program. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(b) The Contractor shall develop a broad branding implementation plan (BIP) and Marking Plan (MP) for the IQC to describe how the program deliverables will be branded. The BIP shall implement DCHA/OTI's branding strategy for the SWIFT III Program (unless specified otherwise in a specific Task Order):

Program Name : Support Which Implements Fast Transitions (SWIFT III)
Branding : The branding shall incorporate the message that the assistance is "from the American People and by USAID"
Desired Level of : USAID identity must be prominently displayed in:

Visibility commodities or equipment; infrastructure projects; printed, audio, visual or electronic public communications; studies, reports, publications, web sites, and promotional and informational products; and events.

Organizations to Be Acknowledged : The branding may acknowledge other organizations deemed as partners of an event or deliverable.

The MP shall enumerate all of the public communications, commodities, infrastructure projects, program materials, events, deliverables, and other items that will be marked with the USAID identity or brand.

(c) Each request for task order proposals (RFTOP) under this IQC will request a program-specific BIP and MP. For each task order, the Contractor shall develop a detailed Branding Implementation Plan (BIP) and Marking Plan (MP). The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the contracting officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns or if the marking will have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. The contractor will clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the contractor is acting as USAID's agent. Contract deliverables to be marked with the USAID identity must follow design guidance for color, type, and layout in the 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)	
52.246-5	INSPECTION OF SERVICES-COST REIMBURSEMENT	APR 1984

E.2 INSPECTION AND ACCEPTANCE

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

A TOCO may designate a CTO for a specific task order. If so, the task order CTO (TOCTO) may inspect and accept all services, reports and required deliverables or outputs if 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 ALTERNATE I (APR 1984)	AUG 1989
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 PERIOD OF PERFORMANCE (CPFF)

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

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

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance requirements set forth in Section C will 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.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the clause at Section I.7, "Periodic Progress Reports," the Contractor shall submit the following deliverables or outputs to the CTO specified in accordance with Section I:

(a) IQC Reporting Requirements

(1) Contents Of Periodic Progress Reports

(i) Performance Monitoring Reports (PMRs). The Contractor shall submit performance reports summarizing progress of the major activities in process during the period in relation to the requirements of the contract, indicating any problems encountered, and proposing remedial actions as appropriate. In

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

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

(1) Notification of New Task Order Report Content:

- (a) Task Order number,
- (b) Mission/Bureau contracting the task order,
- (c) Period of Performance,
- (d) CO,
- (e) CTO,
- (f) Ceiling Price, and
- (g) Initial Obligated Amount.

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

- (a) Incremental funding,
- (b) Time extensions,
- (c) Change of CO and/or CTO, and
- (d) Completion of work.

(iii) The above reports shall be submitted within 30 days of the six-month periods (semi-annual) ending on March 31 and September 30.

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

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

(2) Language of Reports and Other Deliverables

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

(3) Meetings

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

(4) REPORTS

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

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

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

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

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

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

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

(5) Distribution to CTO and Briefing

(i) Distribution of Task Orders to Basic Contract CTO

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

(ii) Briefings

Prior to completion of each task order or departure from post, if overseas (whichever is earlier), Contractor personnel shall brief the relevant USAID Mission and/or cooperating country officials on the principal activities, accomplishments, and findings during the assignment, unless a briefing is not desired. As requested by the Cognizant Technical Officer (CTO) for this contract, Contractor personnel will brief the USAID/W CTO upon return from each assignment and provide copies of any documents generated under individual task orders.

(b) Illustrative Task Order Reporting

Some or all of the following reports may be required in each task order:

Annual Report

The contractor will provide to USAID/OTI, a concise annual report within 30 days of the end of each 12-month period following the issuance of this task order. This will include progress of major activities, problems encountered and proposed remedial actions. Depending on the timing of the award of the Task Order, this could be instead of the fourth quarterly report but must cover the topics/format of the quarterly report at a minimum. USAID/OTI will develop a reporting schedule with the partner during the start-up phase of the project to provide final guidance on this.

Semi-Annual Report

The contractor will provide to USAID/OTI, a concise, semi-annual report six months and eighteen months after the award of the Task Order. Precise due dates will be clarified after the award, but the reports will have to be due two weeks before the USAID/OTI quarterly reports are due to Washington, which is on March 31, June 30, September 30, and December 31. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and proposed remedial actions. Depending on the timing of the award, this report could be instead of the quarterly report. USAID/OTI will develop a reporting schedule with the partner during the start-up phase of the project to provide final guidance on this.

Quarterly Report

The contractor will provide to USAID/OTI, a concise quarterly report on or before March 15, June 15, September 15, and December 15 of each year following the issuance of this task order. This will summarize the country situation; program highlights, achievements, and major activities; budget information (including amounts obligated, contractor funds obligated to program and grant activities, and funds disbursed); summary of grant implementation and appraisal; problems encountered and proposed remedial actions. Depending on the timing of the award of the Task Order, this could be instead of the monthly report for that month. USAID/OTI will develop a reporting schedule with the partner during the start-up phase of the project to provide final guidance on this.

Monthly Report

The contractor will provide to USAID/OTI, a concise monthly report on or before the 20th of each month following the issuance of this task order. This will summarize program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and proposed remedial actions.

Weekly Report

The contractor will provide to OTI, a concise weekly activity report on or before Monday of each week following the issuance of this task order. The format of this report will be simple and informal and may include weekly activities; summary of grant implementation and appraisal; funds obligated and disbursed; problems encountered and proposed remedial actions.

Final Report

The contractor will provide to USAID/OTI, a concise, final report within one month of the completion of this Task Order. Depending on the timing of this report, it could take the place of the quarterly report and/or monthly report, but this will be determined by USAID/OTI once a reporting schedule is created with the partner during the start-up phase. This report will summarize the country situation; program highlights, achievements, and major activities; funds obligated and disbursed; summary of grant implementation and appraisal; problems encountered and how they were rectified.

Success Stories

Approximately four per month draft one-page success stories to be submitted to the USAID/OTI Country Representative. The contractor will each month provide to the USAID/OTI Country Representative up to four one-page summary accounts of notable activities, according to specifications provided by the USAID/OTI Country Representative.

Foreign Assistance Reporting

The contractor will provide indicator and other information as needed for reporting under the relevant foreign assistance objectives, areas and elements.

Accrual Reports

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

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

The contractor shall submit these reports to the CTO identified in the task order in accordance with the task order reporting schedule.

F.5 TASK ORDERS

(a) Task Orders may be issued by Contracting Officers within the scope of Section C.

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

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

(d) The FAR and AIDAR clauses/provisions included in the contract are applicable to task orders as issued based on their individual scopes of work. Clauses and provisions remain applicable throughout the terms of the contract and orders. Additionally, there may be clauses/provisions that apply only at the task order level, as applicable (e.g. AAPD 07-03 Anti-Trafficking Activities).

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

F.6 FAIR OPPORTUNITY TO BE CONSIDERED

(a) General

SWIFT III is designed for USAID/W, DCHA/OTI use, in certain cases non-OTI management of a SWIFT task order may occur. Typically, Non-OTI use of the IQC is appropriate in cases where a USAID Mission would like to continue OTI activities after completion of an OTI program in-country.

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

(b) Fair Opportunity Exceptions

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

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

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

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

(4) To satisfy contract minimum award obligations.

(5) Small business set aside. In accordance with the authority granted in the Appropriations Act used to fund the award of this basic contract, USAID may directly place task orders with any category of

small or small disadvantaged business that received a prime contract award from the same solicitation that resulted in the award of this contract. If the firm was a certified small business at time of award, it remains a small business for consideration hereunder for the contract period of performance.

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

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

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

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

(B) The IQC CTO provides corporate capability information for the small businesses to the TOCTO.

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

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

(c) Classified Task Orders

In accordance with Section H.5 of this contract, USAID may award a classified task order under this contract. Because USAID participates in the National Industrial Security Program (see FAR 4.4 and ADS 567), the CTO and CO must follow the procedures in ADS 567, particularly the requirement to include security specifications in the Statement of Work for a contract or task order. Any contractor under this multiple-award SWIFT III IQC that has not been granted either an interim or final Secret level facility clearance by the Defense Security Service (DSS) may be determined to be ineligible to be considered for a classified task order. If time permits, the CO may allow

a contractor without the requisite facility clearance to participate in the fair opportunity procedures for a classified task order in anticipation of DSS granting the clearance before the task order must actually be awarded. However, doing so is on the condition that all parties acknowledge and agree that if DSS does not grant an interim or final facility clearance in time, the CO must award the classified task order to the contractor that is selected through the fair opportunity procedures AND has the requisite facility clearance.

(d) Request for Task Order Proposal

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

(2) Unless one of the Fair Opportunity Exceptions in section (b) applies, the terms of this contract require that whenever a task order award is contemplated, all contractors will receive a request for a task order proposal and that all task order proposals must include the contractor's cost or price to perform the anticipated task order. The TO proposal request must be in writing (via mail, e-mail, fax, or other, as set out in the RFTOP) and include a description of the intended services and the evaluation procedure, including the relative weighting of cost/price and non-cost/price criteria. If the selection may be based upon information obtained from other than the contractor's proposals, the RFTOP must identify the other evaluation criteria. The evaluation may be based solely on cost/price, but may also include one or more technical factors such as corporate experience, personnel, or relevant past performance (in other contracts as well as in earlier orders under this contract, including quality, timeliness, cost control, and using small business concerns, per AAPD 02-06). When making the final selection, the TOCO should also consider the potential impact on other orders placed with the contractor and the minimum ordering requirements of the contract. Although contractors may elect not to submit a proposal, when they do, they must comply with the page limitations for proposals described in section (d)(3); USAID will not evaluate any pages that exceed these limits.

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

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

recommending that the task order be awarded to the contractor that most successfully addresses the evaluation criteria. The TOCO is responsible for final selection, negotiation, and task order award.

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

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

All Contractors interested in being considered for the task order must submit a proposal in accordance with the TOCO's request for task order proposal instructions. The information that the TOCO requests from each Contractor must be the minimum needed.

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

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

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

(e) Task Order Award

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

(f) Task Order Administration

Task Order Extensions (non-funded). The TO 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 Cognizant 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.

(g) Right to Procure from Other Sources

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

(h) Ombudsman

If a Contractor believes its organization has not been fairly considered for a particular task order, it may present the matter to the TOCO. If the Contractor disagrees with the TOCO's explanation or decision, it may request a review of the TOCO's decision from USAID's task-order and delivery-order Ombudsman. The Ombudsman is responsible for reviewing complaints from contractors, collecting information from the CO relevant to the complaint, and ensuring that all contractors are afforded a fair opportunity to be considered under multiple award contracts. The Ombudsman does not have the authority to overturn award decisions or adjudicate formal contract disputes. Information about the Ombudsman review process can be found on the USAID webpage at <http://www.usaid.gov/business/ombudsman.html>. The Ombudsman may be reached at the following address: U.S. Agency for International Development, Attn: Jean Horton, M/OAA, Room 7.08-092, 1300 Pennsylvania Ave., N.W. Washington, DC 20523. E-mail AandAOmbudsman@usaid.gov.

F.7 KEY PERSONNEL

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

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

(c) The following position(s) is considered Key Personnel for the base IQC award:

<u>Title</u>	<u>Name</u>
IQC Manager	(b)(4)

F.8 CONTENTS OF TASK ORDERS

Task Orders should include the following (as appropriate):

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

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

- (a) Contract Reports and information/Intellectual Products.
 - (1) The Contractor shall submit to USAID's Development Experience Clearinghouse (DEC) copies of reports and information products which describe, communicate or organize program/project development assistance activities , methods, technologies, management, research, results and experience as outlined in the Agency's ADS Chapter 540. Information may be obtained from the 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 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)(1) of this clause.

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

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

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

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

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

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

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

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

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

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

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

G.2 CONTRACTING OFFICER

(a) For the Basic IQC:

U.S. Agency for International Development
Office of Acquisition and Assistance
Attn: M/OAA/DCHA/OTI - ROOM 7.10-004
1300 Pennsylvania Avenue, NW
Washington, DC 20523-7100
Contracting Officer: **TBD**

(b) For Task Orders:

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

G.3 COGNIZANT TECHNICAL OFFICE (CTO)

(a) For the Basic IQC:

U.S. Agency for International Development
DCHA/OTI - ROOM B3.6H
1300 Pennsylvania Avenue, NW
Washington, DC 20523
Tel. (202)712-0730

Pursuant to USAID guidance, the Cognizant Technical Officer (CTO) will be named in separate letter to be provided by the Contracting Officer.

(b) For Task Orders:

Each Task Order issued hereunder will indicate a CTO for that particular order as designated by the Contracting Officer in a separate letter. The designated CTO will be responsible for technical oversight for that specific Task 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 Contracting Officer, by separate designation letter, authorizes the CTO 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, schedules shall be made only by the Contracting Officer.

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

(d) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the 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.

(e) Failure by the Contractor to report to the Administrative Contracting Office any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

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

G.5 CONTRACTOR'S PRIMARY POINT OF CONTACT

The contractor's primary point of contact is John Owens, Director of Contracts and can be reached at (202)966-5804 Ext. 155.

G.6 PAYING OFFICE

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

G.7 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 2008
Operating Unit: DCHA/OTI
Program Area: A25
Team/Division: N/A
Benefiting Geo Area: 997
Expanded Object Class Code (EOCC): 4100301
Amount Obligated:\$25,000.00

G.8 CONTRACTOR'S PAYMENT ADDRESS

Please remit payment to:
SunTrust Bank

for the account of Creative Associates Int. TIN# (b)(3):TIN
Account (b)(4)
ABA No.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

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

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

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

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

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

H.3 AIDAR 752.7007 PERSONNEL COMPENSATION (July 2007)

- (a) Direct compensation of the Contractor's personnel will be in accordance with the Contractor's established policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee's base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the

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

H.4 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

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

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

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

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) of not more than 5% percent may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary in Section H.3 may be granted only with the advance written approval of the Contracting Officer.

(e) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges.

H.5 SECURITY CLEARANCE

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

(b) In order to be considered for a classified task order, the contractor must obtain and maintain a "Facility Clearance" at the "Secret" level. **In accepting the award of this contract, the contractor acknowledges that it waives any right to be considered or to participate in the "fair opportunity to be considered" procedures in Section F of this contract for any classified task order if the contractor fails to obtain and maintain a Secret level facility clearance.** Even though the basic contract is not classified, the contractor may request a Secret level facility clearance at any time after the contract is awarded in order to be eligible for consideration for a classified task order. The 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 DEFENSE BASE ACT (DBA) INSURANCE

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

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

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

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

H.7 AIDAR 752.228-70 MEDICAL EVACUATION (MEDEVAC) SERVICES (JULY 2007)

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

(b) Exceptions.

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

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

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

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

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

H.8 AUTHORIZED GEOGRAPHIC CODE

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

H.9 LOGISTIC SUPPORT

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

H.10 LANGUAGE REQUIREMENTS

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

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

In accordance with FAR 19.702(b)(3), as all task orders will be performed entirely outside of the United States and its outlying areas, a subcontracting plan is not required.

H.12 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM IMPLEMENTATION CONTRACT (Design Services)

Task orders under this contract may call for the Contractor to furnish important services in support of the design of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE

CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, THE IMPLEMENTATION SERVICES FOR ANY ACTIVITIES FOR WHICH IT PROVIDES SUBSTANTIAL DESIGN SERVICES EXCEPT FOR SUCH SERVICES THAT MAY BE FURNISHED UNDER THIS CONTRACT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation contract would not be in the Government's interest. When a task order includes a work requirement that will preclude the contractor from furnishing implementation services, a clause stating the preclusion will be included in the task order.

H.13 ORGANIZATIONAL CONFLICTS OF INTEREST: PRECLUSION FROM FURNISHING CERTAIN SERVICES AND RESTRICTION ON USE OF INFORMATION (Indefinite Quantity Contract) (Evaluation Services)

(a) Task orders under this contract may call for the Contractor to furnish important services in support of evaluation of contractors or of specific activities. In accordance with the principles of FAR Subpart 9.5 and USAID policy, THE CONTRACTOR SHALL BE INELIGIBLE TO FURNISH, AS A PRIME OR SUBCONTRACTOR OR OTHERWISE, IMPLEMENTATION SERVICES UNDER ANY CONTRACT OR TASK ORDER THAT RESULTS IN RESPONSE TO FINDINGS, PROPOSALS, OR RECOMMENDATIONS IN AN EVALUATION REPORT WRITTEN BY THE CONTRACTOR. THIS PRECLUSION WILL APPLY TO ANY SUCH AWARDS MADE WITHIN 18 MONTHS OF USAID ACCEPTING THE REPORT, unless the Head of the Contracting Activity, in consultation with USAID's Competition Advocate, authorizes a waiver (in accordance FAR 9.503) determining that preclusion of the Contractor from the implementation work would not be in the Government's interest.

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

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

H.14 EXECUTIVE ORDER ON TERRORISM FINANCING (FEB 2002)

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

H.15 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES (JAN 2002)

Funds in this contract or any task orders awarded under it may not be used to finance the travel, per diem, hotel expenses, meals, conference fees

or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" or as approved by the CO/CTO.

H.16 INTERNATIONAL TRAVEL APPROVAL

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

H.17 REPORTING OF FOREIGN TAXES

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

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

(1) Contractor name.
 (2) Contact name with phone, fax and email.
 (3) Agreement number(s).
 (4) Amount of foreign taxes assessed by a foreign Government [*list each foreign government separately*] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.

(5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be reported. For example, if an assistance program for Lesotho involves the purchase of commodities in South Africa using foreign assistance funds, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

(6) Any reimbursements received by the Contractor during the period in (iv) regardless of when the foreign tax was assessed plus, for the interim report, any reimbursements on the taxes reported in (iv) received by the Contractor through October 31 and for the final report, any reimbursements on the taxes reported in (iv) received through March 31.

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

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

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

(c) Definitions. For purposes of this clause:

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

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

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

(4) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

(d) Where. Submit the reports to: *USAID, M/CFO/CMP, Room 7.07-131, RRB, 1300 Pennsylvania Avenue, NW, Washington, DC 20523.*

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

(a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of

the policy paper can be found at the following website:
<http://www.usaid.gov/about/disability/DISABPOL.FIN.html>.

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

H.19 SUBCONTRACTING CONSENT

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

None

H.20 GRANTS UNDER CONTRACT

The Head of the Contracting Activity has approved per ADS 302.3.4.8 that the contractor may execute grants with non-governmental organizations (non-profits or for-profits). The requirements that apply to USAID-executed grants will also apply to grants that the contractor signs. The Contracting Officer retains the ability to terminate the grant activities unilaterally in extraordinary circumstances. USAID must be significantly involved in establishing selection criteria and must approve the actual selection of grant recipients and grant activities.

The following incorporates a class deviation from ADS 302.3.4.8 for Grants under Contracts, dated 11/19/07. The grants under this contract are authorized as follows:

(1) This deviation allows for grants under contracts to U.S. organizations up to \$500,000 for in-kind grants, and up to \$250,000 for other than in-kind grants, requiring only OTI approval. Grants other than in-kind greater than \$250,000 but less than \$500,000 would require Contracting Officer approval.

(2) This deviation allows grants under contracts to Public International Organizations (PIOs) as defined in ADS 308, Grants and Cooperative Agreements with Public International Organizations, up to \$100,000 with only OTI approval and over \$100,000 per procedures to be agreed upon between M/OAA/DCHA/OTI and DCHA/OTI.

(3) This deviation allows grants under contracts to local, regional and national government organizations (and parastatals), up to \$100,000 with only OTI approval and over \$100,000 per procedures to be agreed upon between M/OAA/DCHA/OTI and DCHA/OTI.

There is no limitation on grant awards to non-U.S. organizations unless a fixed obligation grant is executed in which case the ceiling is \$100,000. Grants to non-U.S. organizations may be executed up to \$100,000 with only OTI approval and over \$100,000 per procedures to be agreed upon between M/OAA/DCHA/OTI and DCHA/OTI.

The contractor shall develop grant formats that are subject to prior approval by the Office of Acquisition and Assistance Contracting Officer for all grants under this contract. Contracting Officer approval of formats is required prior to issuance of any grants under this contract. The contractor shall comply with provisions set forth in the contract to ensure (1) development and implementation of an activity manual (including selection criteria, competition, USAID approvals, etc.); (2) sufficient time to complete grantee audits; (3) sufficient time for the grantee to submit a final report to the contractor; and (4) sufficient time for the contractor to complete its review of the Grantee and provide a final report to the government before contract or task order close-out.

All grants must be closed out no later than the end date of the task order.

**H.21 HOMELAND SECURITY PRESIDENTIAL DIRECTIVE-12 (HSPD-12)
(SEPTEMBER 2006)**

In response to the general threat of unauthorized access to federal facilities and information systems, the President issued Homeland Security Presidential Directive-12. HSPD-12 requires all Federal agencies to use a common Personal Identity Verification (PIV) standard when identifying and issuing access rights to users of Federally-controlled facilities and/or Federal Information Systems. USAID will begin issuing HSPD-12 "smart card" IDs to applicable contracts, using a phased approach. Effective October 27, 2006, USAID will begin issuing new "smart card" IDs to new contractors (and new contractor employees) requiring routine access to USAID controlled facilities and/or access to USAID's information systems. USAID will begin issuance of the new smart card IDs to existing contractors (and existing contractor employees) on October 27, 2007. (Exceptions would include those situations where an existing contractor (or contractor employee) loses or damages his/her existing ID and would need a replacement ID prior to Oct 27, 2007. In those situations, the existing contractor (or contractor employee) would need to follow the PIV processes described below, and be issued one of the new smart cards.)

Accordingly, before a contractor (including a [personal service contractor (PSC)] or a contractor employee) may obtain a USAID ID (new or replacement) authorizing him/her routine access to USAID facilities, or logical access to USAID's information systems, the individual must provide two forms of identity source documents in original form and a passport size photo. One identity source document must be a valid Federal or state government-issued picture ID. (Overseas foreign nationals must comply with the requirements of the Regional Security Office.) USAID/W contractors must contact the USAID Security Office to obtain the list of acceptable forms of documentation, and contractors working in overseas Missions must obtain the acceptable documentation list from the Regional Security Officer. Submission of these documents, and related background checks, are mandatory in order for the contractor to receive a building access ID, and before access will be granted to any of USAID's information systems. All contractors must physically present these two source documents for identity proofing at their USAID/W or Mission Security Briefing. The contractor or his/her Facilities Security Officer must return any issued building access ID and remote authentication token to USAID custody upon termination of the individual's employment with the contractor or completion of the contract, whichever occurs first.

The contractor must comply with all applicable HSPD-12 and PIV procedures, as described above, and any subsequent USAID or government-wide HSPD-12 and PIV procedures/policies, including any subsequent related USAID General Notices, Office of Security Directives and/or Automated Directives System (ADS) policy directives and required procedures. This includes HSPD-12 procedures established in USAID/ Washington and those procedures established by the overseas Regional Security Office.

In the event of inconsistencies between this clause and later issued Agency or government-wide HSPD-12 guidance, the most recent issued guidance should take precedence, unless otherwise instructed by the Contracting Officer.

The contractor is required to include this clause in any subcontracts that require the subcontractor or subcontractor employee to have routine physical access to USAID space or logical access to USAID's information systems.

H.22 CODE OF CONDUCT FOR THE PROTECTION OF BENEFICIARIES OF ASSISTANCE FROM SEXUAL EXPLOITATION AND ABUSE IN HUMANITARIAN RELIEF OPERATIONS

The Contractor confirms that it has adopted a code of conduct for the protection of beneficiaries of assistance from sexual exploitation and abuse in humanitarian relief operations. Such code of conduct is consistent with the Inter-Agency Standing Committee (IASC) Task Force on Protection from Sexual Exploitation and Abuse in Humanitarian Crises, which includes the following core principles:

- Sexual exploitation and abuse by humanitarian workers constitute acts of gross misconduct and are therefore grounds for termination of employment;
- Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defense;
- Exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading, or exploitative behavior is prohibited. This includes exchange of assistance that is due to beneficiaries.
- Sexual relationships between humanitarian workers and beneficiaries are strongly discouraged since they are based on inherently unequal power dynamics. Such relationships undermine the credibility and integrity of humanitarian aid work.
- Where a humanitarian worker develops concerns or suspicions regarding sexual abuse or exploitation by a fellow worker, whether in the same humanitarian aid agency or not, s/he must report such concerns via established agency reporting mechanisms.
- Humanitarian workers are obliged to create and maintain an environment which prevents sexual exploitation and abuse and promotes the implementation of their code of conduct. Managers at all levels have particular responsibilities to support and develop systems which maintain this environment.

H.23 PROHIBITION OF ASSISTANCE TO DRUG TRAFFICKERS

USAID reserves the right to terminate this Contract, to demand a refund or take other appropriate measures if the Contractor is found to have been convicted of a narcotics offense or to have been engaged in drug trafficking as defined in 22 CFR Part 140.

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

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

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.202-1	DEFINITIONS	JUL 2004
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP 2006
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP 2005
52.204-2	SECURITY REQUIREMENTS	AUG 1996
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	SEP 2006
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215 14	INTEGRITY OF UNIT PRICES	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT 2004
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 2005
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	DEC 2002
52.216-8	FIXED-FEE	MAR 1997
52.217-8	OPTION TO EXTEND SERVICES	NOV 1999

52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	APR 2002
52.222-29	NOTIFICATION OF VISA DENIAL	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	SEP 2006
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB 2000
52.225-19	CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES	MAR 2008
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA---GENERAL	JUN 1987
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR 1984
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR 2003
52.229-8	TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS	MAR 1990
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 2005
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2003
	ALTERNATE I	FEB 2002
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY 1999
52.233-1	DISPUTES	JUL 2002
52.233-3	PROTEST AFTER AWARD	AUG 1996
	ALTERNATE I	JUN 1985
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-14	SUSPENSION OF WORK	APR 1984

52.242-15	STOP-WORK ORDER	APR 1989
	ALTERNATE I	APR 1984
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.243-2	CHANGES--COST REIMBURSEMENT	AUG 1987
	ALTERNATE II (APR 1984)	
52.244-2	SUBCONTRACTS	JUN 2007
	ALTERNATE I (JUN 2007)	
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	SEP 2006
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	MAY 2004
52.246-23	LIMITATION OF LIABILITY	FEB 1997
52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN 2003
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS	FEB 2006
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	FEB 2006
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	MAY 2004
52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR 1984
52.249-6	TERMINATION (COST-REIMBURSEMENT)	MAY 2004
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

AIDAR 48 CFR CHAPTER 7

752.202-1	DEFINITIONS	JAN 1990
752.204-2	SECURITY REQUIREMENTS	(undated)
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7006	NOTICES	APR 1984
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989

752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990
752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

Included herein is a listing of construction-related clauses that are to be incorporated into task orders as appropriate. Under this contract, no heavy construction is envisioned. However, historically, incidental to some grants programs there is a potential for minor construction thus the clauses are provided for "flow-down" purposes. This list does not relieve the contractor of their responsibility to ensure all appropriate clauses are incorporated into sub-agreements as required.

52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52-236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-18	WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS	APR 1984
52.236-19	ORGANIZATION AND DIRECTION OF THE WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.236-22	DESIGN WITHIN FUNDING LIMITATIONS	APR 1984
52.236-23	RESPONSIBILITY OF THE ARCHITECT-ENGINEER CONTRACTOR	APR 1984
52.236-27	SITE VISIT (CONSTRUCTION)	FEB 1995

52.249-10

DEFAULT (FIXED-PRICE CONSTRUCTION)

APR 1984

I.2 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JUL 2006)

(a) Definitions. As used in this clause-

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

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

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

"Registered in the CCR database" means that-

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

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number-

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

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

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

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR

database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

I.3 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designates, in the Schedule. Such orders may be issued from 07/31/2008 through 07/30/2013.

(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.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) Maximum order. The Contractor is not obligated to honor--
- (1) Any order for a single item in excess of \$50,000,000.00;
 - (2) Any order for a combination of items in excess of \$50,000,000.00;
 - (3) A series of orders from the same ordering office within 5 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 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after three (3) years after the end of the ordering period.

I.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

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

Notice to Employees

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

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

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

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

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

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

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (9), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B-- Compliance Evaluations, Complaint Investigations and Enforcement Procedures.

Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

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

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work Sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that-
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive Order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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

- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or office of Federal Contract Compliance Programs;
- (2) Download a copy of the poster from the office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
- (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

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

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT J.1 - DD 254 DEPARTMENT OF DEFENSE CONTRACT SECURITY
CLASSIFICATION SPECIFICATIONS (including Supplemental
Security Guidance for Item 13)

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		a. FACILITY CLEARANCE REQUIRED	
		b. LEVEL OF SAFEGUARDING REQUIRED	
2. THIS SPECIFICATION IS FOR: (A and complete as applicable)		3. THIS SPECIFICATION IS: (A and complete as applicable)	
a. PRIME CONTRACT NUMBER		a. ORIGINAL (Complete detailed cases)	Date (7/7/83)
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs.)	Revision No. Date (7/7/83)
c. SOLICITATION OR OTHER NUMBER	DUE DATE (7/7/83)	c. FINAL (Complete draw final cases)	Date (7/7/83)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: Classified material received or generated under _____ (preceding contract number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input type="checkbox"/> NO. If yes, complete the following: In response to the contractor's request dated _____, retention of the identified classified material is authorized for a period of: _____			
6. CONTRACTOR (include Commercial and Government Entity (C/G/E) Code)			
a. NAME, ADDRESS AND ZIP		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
7. SUBCONTRACTOR			
a. NAME, ADDRESS AND ZIP		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
8. ACTUAL PERFORMANCE			
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
Y	N	Y	N
1. COMBINATION SECURITY RESTRICTED INFORMATION		1. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR GOVERNMENT ACTIVITY	
2. RESTRICTED DATA		2. RECEIVE CLASSIFIED DOCUMENTS ONLY	
3. SPECIAL ACCESS INFORMATION		3. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
4. FOREIGN RESTRICTED DATA		4. PRODUCE, RECEIVE, OR STORE CLASSIFIED INFORMATION	
5. INTELLIGENCE INFORMATION		5. PERFORM SERVICES ONLY	
(1) Foreign Communications Intelligence (FCI)		6. HAVE ACCESS TO OR CLASSIFIED INFORMATION OUTSIDE THE U.S. Puerto Rico, U.S. Possessions AND FRENCH TERRITORIES	
(2) Non-FCI		7. BE AUTHORIZED TO USE THE SERVICES OF THE DATED TECHNICAL INFORMATION CENTER (TIC) OR OTHER SECONDARY PRODUCTION CENTER	
6. SPECIAL ACCESS INFORMATION		8. REQUIRE A COMSEC ACCOUNT	
7. NATO INFORMATION		9. HAVE TEMP BY DECLASSIFIED	
8. FOREIGN GOVERNMENT INFORMATION		10. HAVE INFORMATION SECURITY COMPLIANCE CERTIFICATION	
9. SPECIAL ACCESS INFORMATION		11. BE AUTHORIZED TO USE THE DISTRICT COLLABORATION CENTER	
10. SPECIAL USE ONLY INFORMATION		12. OTHER (Specify)	
11. OTHER (Specify)			

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been reviewed for public release by appropriate U.S. Government authority. If placed public release shall be limited to approved prior releases.

DIRECT THROUGH (overseas)

To the Director of the Bureau of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) or to the Director of the Office of Information Security, Department of Defense, for review and approval to this agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified information is identified below. If any difficulty is encountered in applying this guidance or if any other controlling factor is discovered, the contractor is authorized and encouraged to provide recommendations (in writing) to challenge the guidance or the classification assigned to any information or material furnished or purchased under this contract, and to submit any questions for interpretation of this guidance to the Office of Information Security. Pending final action on the information referred to be handled and protected at the highest level of classification assigned or recommended. (This is an approved procedure for the classification officer, attach to the contract when contract is awarded. Copy this security guidance information referenced herein shall be attached to all copies of this contract to provide complete guidance.)

14. ADDITIONAL SECURITY. Requirements in addition to ICFDA (reg.) or other as established for this contract. If any other security requirements exist, attach to this contract. (This is an approved procedure for the classification officer, attach to the contract when contract is awarded. Copy this security guidance information referenced herein shall be attached to all copies of this contract to provide complete guidance.) YES NO

15. INSPECTIONS. The work of this contract is subject to the inspection responsibility of the appropriate security office. If the inspection findings require any corrective action, the contractor shall take such action as is necessary to correct the deficiencies. YES NO

16. CERTIFICATION AND SIGNATURE. Security requirements listed herein are complete and adequate for safeguarding the classified information to be released or generated under this contract. (All signatures shall be signed in the office or at home.)

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (include Area Code)
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d. ADDRESS (include Zip Code)

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. CONTRACT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ARMY PROPERTY FILE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. U.S. DEPARTMENT OF DEFENSE

g. SIGNATURE