

not yet been scheduled. Given that nearly all radiotelephone companies have fewer than 1,500 employees and that no reliable estimate of the number of prospective MTA and BTA narrowband licensees can be made, we assume, that all of the licensees will be awarded to small entities, as that term is defined by the SBA.

(h) *Air-Ground Radiotelephone Service*

48. The Commission has not adopted a definition of small business specific to the Air-Ground Radiotelephone Service, which is defined in Section 22.99 of the Commission's rules. Accordingly, we will use the SBA's definition applicable to radiotelephone companies, i.e., an entity employing no more than 1,500 persons. There are approximately 100 licensees in the Air-Ground Radiotelephone Service, and we estimate that almost all of them qualify as small under the SBA definition.

*D. Description of Projected Reporting, Recordkeeping, and Other Compliance Requirements*

49. In the *Rate Integration Order*, and the *Rate Integration Reconsideration Order*, we determined that section 254(g) applied to interstate, interexchange services offered by CMRS providers. We expect that those orders impose no significant new reporting or recordkeeping requirements on CMRS providers. Those orders, however, require CMRS providers to comply with the rate averaging and rate integration requirement of section 254(g) in their service offerings. CMRS providers, however, do not file tariffs except on some international routes.

*E. Steps Taken To Minimize Significant Economic Impact on Small Entities, and Significant Alternatives Considered*

50. Section 254(g) reflects a congressional determination that the country's higher-cost, lower-volume markets should share in the technological advances and increased competition characteristic of the nation's telecommunications industry as a whole, and that interexchange rates should be provided throughout the nation on a geographically averaged and rate-integrated basis. We have decided that the statutory objectives of section 254(g) require us to apply our rules to all providers of interexchange service, including small ones. We have chosen, however, to allow carriers to offer private line service and temporary promotions on a de-averaged basis. In so doing, we have minimized the impact our rules might otherwise have had, and enable carriers to use such devices to enter new markets.

51. In addition, the Commission considered reducing the burdens on small carriers by exempting them from compliance through forbearance. However, we do not believe that forbearing at this time would be consistent with the Congressional goals that underlie Section 254(g). We could also have reduced burdens on small carriers by establishing cost-support mechanisms. However, the present record does not justify any such cost-support mechanisms. Accordingly, we decline to adopt these alternative measures for small carriers.

*F. Report to Congress*

52. The Commission will send a copy of this order, including the supplemental FRFA, in a report to be sent to Congress pursuant to the Small Business Regulatory Enforcement Fairness Act of 1996. A summary of this Memorandum Opinion and Order and this Supplemental FRFA will also be published in the **Federal Register**, and will be sent to the Chief Counsel for Advocacy of the Small Business Administration.

[FR Doc. 99-2407 Filed 2-1-99; 8:45 am]

BILLING CODE 5712-01-P

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**INTERNATIONAL DEVELOPMENT COOPERATION AGENCY**

**U.S. Agency For International Development**

**48 CFR Parts 705, 706, 709, 716, 722, 731, 732, 745, 747, and 752**

[AIDAR Notice 98-3]

RIN 0412-AA39

**Miscellaneous Amendments to Acquisition Regulations**

**AGENCY:** U.S. Agency for International Development (USAID), IDCA.

**ACITON:** Final rule.

**SUMMARY:** The USAID Acquisition Regulation (AIDAR) is being amended to bring its organizational conflicts of interest coverage into conformance with the FAR; to implement the August 19, 1997 revisions to Office of Federal Contract Compliance Programs (OFCCP) regulations (41 CFR Parts 60-1, 60-60) and corresponding amendments to FAR Subpart 22.8 contained in Federal Acquisition Circular 97-10, effective in February 1999; to allow for advances to for-profit organizations who award grants under their contracts; to clarify the application of USAID's salary policy to fixed-price contracts; and to update corresponding clauses in Part 752, as

needed. The AIDAR is also being amended to incorporate provisions of various Contract Information Bulletins (CIBs) issued in the past few years that established contracting policies or procedures, and to make administrative changes or corrections.

**EFFECTIVE DATE:** March 4, 1999.

**FOR ADDITIONAL INFORMATION CONTACT:** M/OP/P, Ms. Diane M. Howard, (202) 712-0206.

**SUPPLEMENTARY INFORMATION:** The specific changes being made to the USAID Acquisition Regulation (AIDAR) in this amendment are:

A. Contract Information Bulletin 91-3 provided the written authorization of the Procurement Executive, as the Head of the Agency and as required by FAR 5.502(a), to USAID Contracting Officers to place advertisements and notices in newspapers and periodicals. We are formally incorporating that authorization into the AIDAR at new section 705.502.

B. In January 1997, FAC 90-45 removed the Conflict of Interest clauses at FAR sections 52.209-7 and 52.209-8. Because AIDAR sections 709.507-2 and 752.209-71 make reference to these FAR clauses, both sections are amended to remove the references and to reflect the current FAR language.

C. USAID decided to codify an award fee clause in the AIDAR, in accordance with FAR 16.406(e), rather than establish a procedure for review and approval of individual clauses. Already in use through CIB 97-12, the new clause at 752.216-70 is purposefully minimalist and resembles FAR 52.216-8, Fixed Fee, rather than FAR 52.216-10, Incentive Fee. This approach gives Contracting Officers the flexibility to design their own award fee evaluation methods and specify the implementation details elsewhere in the contract schedule.

D. In CIB 97-26, USAID implemented on an interim basis the revisions in EEO compliance procedures made by the Department of Labor to their regulations (41 CFR Ch. 60) in 1997 (62 FR 44173). On December 18, 1998, the FAR Councils published FAC 97-10 (63 FR 70264), containing a Final Rule at Item III entitled "Office of Federal Contract Compliance Programs National Pre-Award Registry" to implement the DOL changes into the FAR. AIDAR Subpart 722.8 is revised to reflect the FAR revisions in 48 CFR 22.8 (i.e., for other than construction contracts, the increase in the threshold for OFCCP verification from \$1,000,000 to \$10 million and the availability of OFCCP's National Pre-Award Registry), and to clarify and simplify the internal Agency procedures

for verifying compliance at any dollar level.

E. The applicability of USAID's salary policy, found in Chapter 302 of the Agency's internal Automated Directives System (ADS), to salaries under fixed price-type contracts (including but not limited to time-and-materials, labor-hour, or USAID's indefinite quantity contracts) is ambiguous. We are amending sections 731.205-6 and 731.371 to clarify that the salary approval policies in ADS 302, which are being revised to clarify their applicability under different kinds of contract types, will determine the allowability of employee compensation in USAID contracts. ADS 302 will specify that the approval requirements only apply when an individual's salary must be used in order to determine the contract cost or price.

F. Under certain circumstances, USAID programs may authorize contractors to award and administer small value grants under their contracts. The current AIDAR language in section 732.402 requires special approval for for-profit firms to receive advances, but does not take into consideration the cash flow implications to the contractor in a grants-under-contracts arrangement. We are amending 732.402 to allow for-profit contractors to receive advances for immediate disbursement to grantees, subject to the terms of this section. We are also adding a new paragraph to section 732.406-73 to ensure that contracting officers include a FAR payment clause in addition to the USAID Letter of Credit clause (in AIDAR 752.232-70), in the event that the Letter of Credit is revoked and an alternate payment clause is needed.

G. AIDAR 752.245-71 was written when most of USAID's overseas programs used funds already obligated in bilateral project agreements in which both USAID and the cooperating country agreed that non-expendable property purchased with project funds would be titled to and turned over to the cooperating country at the end of the project. However, in recent years, an increasing number of our programs are being carried out without a formal agreement between USAID and the cooperating country, rendering the prescription for the clause inappropriate since there is no underlying agreement to turn the property over to the cooperating country. We are adding a new Part 745 and amending the prescription to AIDAR clause 745.245-71 to clarify when this clause is to be used, and when the applicable FAR clauses, as prescribed in FAR 45.106, are to be used. The revised clause

prescription was already implemented through CIB 96-26.

H. USAID processed a class deviation to FAR clause 752.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels, and implemented it through Contract Information Bulletin 96-28. The deviation provides for the use of an alternate prescription and clause in certain circumstances, as described in the clause prescription. We are amending the AIDAR to add a new Part 747 and clause at section 752.247-70 to implement this deviation.

I. Section 752.7003, Documentation for Payment, is amended to reflect changes the Agency has made in processing contractor invoices involving electronic vouchering and the use of Contract Line Items (CLINS).

J. CIB 97-27 implemented a new AIDAR clause requiring contractors to submit Development Experience Documents, as defined in ADS 540, produced in the course of contract performance to the Center for Development Information and Evaluation (PPC/CDIE/DI) in the Bureau for Policy and Program Coordination. This submission requirement was previously included in the various versions of the "Reports" clause (AIDAR 752.7026 and subsequent revisions issued through CIBs), but because of changes we are making to progress reporting requirements, we believe that this submission requirement should be a stand-alone requirement and therefore are adding a new clause to the AIDAR.

K. Sections 752.7018 and 752.7019, both related to USAID's participant training program, are amended to update the language to incorporate changes to the policies and procedures in the program.

The changes being made by this notice are not considered "significant" under FAR 1.301 or FAR 1.501, and public comments have not been solicited. This Notice will not have an impact on a substantial number of small entities nor does it establish a new collection of information as contemplated by the Regulatory Flexibility Act and the Paperwork Reduction Act. Because of the nature and subject matter of this Notice, use of the proposed rule/public comment approach was not considered necessary. We decided to issue as a final rule; however, we welcome public comment on the material covered by this Notice or any other part of the AIDAR at anytime. Comments or questions may be addressed as specified in the **FOR FURTHER INFORMATION CONTACT** section of the Preamble.

## List of Subjects, in 48 CFR Parts 705, 706, 709, 716, 722, 731, 732, 745, 747, and 752.

Government procurement.

For the reasons set out in the Preamble, 48 CFR Chapter 7 is amended as set forth below.

1. The authority citations in Parts 705, 706, 709, 716, 722, 731, 732, and 752 continue to read as follows:

**Authority:** Sec. 621, Pub. L. 87-195, 75 Stat. 445, (22 U.S.C. 2381) as amended; E.O. 12163, Sept. 29, 1979, 44 FR 56673; 3 CFR 1979 Comp., p. 435.

### PART 705—PUBLICIZING CONTRACT ACTIONS

#### 705.502 [Added]

2. New section 705.502 is added to read as follows:

#### 705.502 Authority.

(a) The Procurement Executive, acting as head of the Agency under the authority of 702.170-13(c)(4), hereby authorizes USAID contracting officers to place paid advertisements and notices in newspapers and periodicals. Contracting officers shall document the contract file to reflect consideration of the requirements of (48 CFR) FAR 5.101(b)(4).

### PART 706—COMPETITION REQUIREMENTS

#### 706.501 [Amended]

3. Section 706.501 is amended by removing "(or equivalent)" in the second sentence and "or equivalent" in the fourth sentence.

### PART 709—CONTRACTOR QUALIFICATIONS

#### 709.503 [Amended]

4. The second sentence in section 709.503 is amended by revising "had" to read "has" and by revising "acitivites" to read "activities".

#### 709.507-2 [Amended]

5. Section 709.507-2 is amended by revising paragraph (c) to read as follows:

#### 709.507-2 Contract clause.

\* \* \* \* \*

(c) In order to avoid problems from organizational conflicts of interest that may be discovered after award of a contract, the clause found at 752.209-71 shall be inserted in all contracts whenever the solicitation or resulting contract or both include a provision in accordance with (48 CFR) FAR 9.507-1, or a clause in accordance with (48 CFR) FAR 9.507-2, establishing a restraint on the contractor's eligibility for future contracts.

**PART 716—TYPES OF CONTRACTS****716.406 [Added]**

6. A new section 716.406 is added to read as follows:

**716.406 Contract clauses.**

The Contracting Officer shall include the clause at 752.216-70, Award Fee, in solicitations and contracts when an award-fee contract is contemplated.

**PART 722—APPLICATION OF LABOR LAWS TO GOVERNMENT ACQUISITION****722.8 [Revised]**

7. Subpart 722.8 is revised to read as follows:

**Subpart 722.8—Equal Employment Opportunity****722.805-70 Procedures.**

(a) The procedures in this section apply, as appropriate, for all contracts excluding construction, which shall be handled in accordance with (48 CFR) FAR 22.804-2. Contracting officers are responsible for ensuring that the requirements of (48 CFR) FAR 22.8 and related clauses are met before awarding any contracts or consenting to subcontracts subject to these requirements.

(b) Representations and Certifications. The first step in ensuring compliance with these requirements is to obtain all necessary representations and certifications (Reps and Certs) required by FAR 22.810. The contracting officer must review the Reps and Certs to determine whether they have been completed and signed as required, and are acceptable.

(1) If any of these Reps and Certs are incomplete or unsigned, the contracting officer must request that the offeror(s) complete and sign them, as necessary, unless the initial evaluation of the offeror's proposal results in the contracting officer's concluding that the offeror would not, in any event, be within a competitive range determined in accordance with (48 CFR) FAR 15.306(c), or would not be selected if award is to be made without discussions. A request as described in this paragraph (b)(1) constitutes either a clarification per (48 CFR) FAR 15.306(a) ("resolving minor or clerical errors", paragraph (a)(2)), or a communication before establishment of competitive range per (48 CFR) FAR 15.306(b), not a discussion per (48 CFR) FAR 15.306(d).

(2) If completed and signed Reps and Certs raise questions concerning the offeror's compliance with EEO requirements, or if the contracting

officer has information from any other source which calls into question the offeror's eligibility for award based on this section and (48 CFR) FAR 22.8, the contracting officer must refer the matter to the cognizant regional Department of Labor Office of Federal Contract Compliance Programs (OFCCP) regardless of the estimated value of the contract; only OFCCP may make a determination of non-compliance with EEO requirements.

(c) OFCCP's National Preaward Registry. If the Reps and Certs are complete, signed, and deemed acceptable, and the contracting officer has no reason to doubt their accuracy, the contracting officer must then consult the OFCCP's National Preaward Registry at the internet website in 48 CFR 22.805(a)(4) (i) to see if the offeror is listed.

(1) If the conditions stated in FAR 22.805(a) (4) are met (including the contract file documentation requirement in paragraph (a)(4)(iii)), then the Contracting Officer does not need to take any further action in verifying the offeror's compliance with the requirements of this subpart and (48 CFR) FAR 22.8.

(2) If the offeror does not appear in the National Preaward Registry, and the estimated amount of the contract or subcontract is expected to be under \$10 million then the contracting officer may rely on the Reps and Certs as sufficient verification of the offeror's compliance.

(3) If the offeror does not appear in the National Preaward Registry and the estimated amount of the contract or subcontract is \$10 million or more, then the contracting officer must request a preaward clearance from the appropriate OFCCP regional office, in accordance with 48 CFR 22.805(a). If the initial contact with OFCCP is by telephone, the contracting officer and OFCCP are to mutually determine what information is to be included in the written verification request. The contracting officer may need to provide the following information in addition to the items listed in FAR 22.805(a)(5), if so requested by the OFCCP regional office:

(i) Name, title, address, and telephone number of a contract person for the prospective contractor;

(ii) A description of the type of organization (university, nonprofit, etc.) and its ownership (private, foreign, state, etc.).

(iii) Names and addresses of the organizations in a joint venture (if any).

(iv) Type of procurement (new contract—RFP or IFB, amendment, etc.) and the period of the contract.

(v) Copy of approved Reps and Certs.

(d) In the event that OFCCP reports that the offeror is not in compliance, negotiations with the offeror shall be terminated.

(e) documentation for the contract file. Every contract file must contain completed and signed Reps and Certs. The file must clearly show these documents have been reviewed and accepted by the contracting officer. If the Reps and Certs were revised to make them acceptable (see paragraph (b) of this section), the file must also document what changes were required and why, and verify that the changes were made. The contracting officer shall also document the OFCCP National Preaward Registry review (see paragraph (c)(1) of this section), and, if the Registry does not include the offeror:

(1) For contracts or modifications over \$10,000 but less than \$10 million, the file must contain a statement from the contracting officer that the contractor is considered in compliance with EEO requirements, and giving the basis for this statement (see paragraph (c)(2) of this section). This statement may be in a separate memorandum to the file or in the memorandum of negotiation.

(2) For contracts or modifications of \$10 million or more, the file must document all communications with OFCCP regarding the offeror's compliance. Such documentation includes copies of any written correspondence and a record of telephone conversations, specifying the name, address, and telephone number of the person contacted, a summary of the information presented, and any advice given by OFCCP.

(f) Documentation in the event of non-compliance. In the event OFCCP determines that a prospective contractor is not in compliance, a copy of OFCCP's written determination, and a summary of resultant action taken (termination of negotiations, notification of offeror and cognizant technical officer, negotiation with next offeror in competitive range, resolicitation, etc.) will be placed in the contract file for any contract which may result, together with other records related to unsuccessful offers, and retained for at least six months following award.

**PART 731—CONTRACT COST PRINCIPLES AND PROCEDURES****731.205-6 [Amended]**

8. Section 731.205-6 is amended by adding a new paragraph (b) and removing and reserving paragraph (d), to read as follows:

**731.205-6 Compensation for personal services.**

\* \* \* \*

(b) *Reasonableness.* ADS Chapter 302.5.3 states USAID policy regarding personnel compensation exceeding the maximum annual rate for an Executive Service level ES-6. Consistent with this policy, any employee's or consultant's base salary plus overseas recruitment incentive, if any (see 731.205-70), subject to this policy will be allowable under USAID-direct contracts only if approved in accordance with the essential procedures in ADS chapter E302.5.3. USAID policies on compensation of third country national or cooperating country national employees are set forth in AIDAR 722.170.

\* \* \* \*

**731.371 [Amended]**

9. Section 731.371 is amended by revising paragraph (b)(1) to read as follows:

**731.371 Compensation for personal services.**

\* \* \* \*

(b) Salaries and wages. (1) ADS Chapter 302.5.3 states USAID policy regarding personnel compensation exceeding the maximum annual rate for an Executive Service level ES-6. Consistent with this policy, any employee's or consultant's base salary plus overseas recruitment incentive, if any (see 731.205-70), subject to this policy will be allowable under USAID-direct contracts only if approved in accordance with the essential procedures in ADS chapter E302.5.3.

\* \* \* \*

**PART 732—CONTRACT FINANCING****732.402 [Amended]**

10. Section 732.402 is amended by revising paragraph (e)(1) to read as follows:

**732.402 General.**

\* \* \* \*

(e)(1)(i) Except as provided in (e)(1)(ii) of this section, all U.S. Dollar advances to for-profit organizations require the approval of the Procurement Executive; all such approvals are subject to prior consultation with the Agency's Chief Financial Officer.

(ii) Approval of the Procurement Executive is not required if advance payments are limited exclusively to monies advanced for immediate (within seven days) disbursement to grantees, as provided for in a contract. Prior consultation with the AID/W or Mission

Controller is required for including such provision for advances in a contract.

\* \* \* \*

**732.406-73 [Amended]**

11. Section 732.406-73 is amended by designating the existing text as paragraph (a) and adding paragraph (b) to read as follows:

**732.406-73 LOC contract clause.**

\* \* \* \*

(b) Contracting offices shall ensure that an appropriate (48 CFR) FAR payment clause is also included in the contract, in the event that the LOC is revoked pursuant to 732.406-74.

12. A new Part 745 is added to read as follows:

**PART 745—GOVERNMENT PROPERTY****Subpart 745.1—General****745.106 Contract clauses.**

**Authority:** Sec. 621, Pub. L. 787-195, 75 Stat. 445, (22 U.S.C. 2381) as amended; E.O. 12163, Sept. 29, 1979, 44 FR 56673; 3 CFR 1979 Comp., p. 435.

**Subpart 745.1—General****745.106 Contract clauses.**

(a) The contracting officer shall insert the clause at 752.245-71 in all contracts under which the contractor will acquire property for use overseas and the contract funds were obligated under a Strategic Objective agreement (or similar agreement) with the cooperating country.

(b) The contracting officer shall insert the applicable clause as required in (48 CFR) FAR 45.106 in all contracts under which the contractor will acquire property with funds not already obligated under a Strategic Objective agreement (or similar agreement) with the cooperating country.

13. A new Part 747 is added to read as follows:

**PART 747—TRANSPORTATION****Subpart 747.5—Ocean Transportation by U.S.-Flag Vessels****747.507 Contract clauses.**

**Authority:** Sec. 621, Pub. L. 98-195, 75 Stat. 445 (22 U.S.C. 2381), as amended; E.O. 12163, Sept. 29, 1979, 44 FR 56673; 3 CFR 1979 Comp., p. 435.

**Subpart 747.5—Ocean Transportation by U.S.-Flag Vessels****747.507 Contract clauses.**

Contracting officers shall insert the clause at 752.247-70 in solicitations and contracts solely for ocean transportation services, and in solicitations and contracts for goods and ocean

transportation services when the ocean transportation will be fixed at the time the contract is awarded. Contracting Officers shall use (48 CFR) FAR 52.247-64 as prescribed in (48 CFR) FAR 27.507(a) in other situations.

**PART 752—SOLICITATION PROVISIONS AND CONTRACT CLAUSES****752.204-2 [Amended]**

14. Section 752.204-2 is amended by removing "704.405" in the first paragraph and replacing it with "704.404".

**752.209-71 [Amended]**

15. Section 752.209-71 is amended by revising the introductory text to read as follows:

**752.209-71 Organizational conflicts of interest discovered after award.**

As prescribed in 709.507-2, include the following clause in any solicitation containing a provision in accordance with (48 CFR) FAR 9.507-1, or a clause in accordance with (48 CFR) FAR 9.507-2, establishing a restraint on the contractor's eligibility for future contracts.

\* \* \* \*

**752.216-70 [Added]**

16. Section 752.216-70 is added to read as follows:

**752.216-70 Award fee.**

As prescribed in 716.406, insert the following clause in solicitations and contracts in which an award-fee contract is contemplated.

**Award Fee (May 1997)**

(a) The Government shall pay the Contractor for performing this contract such base fee and such additional fee as may be awarded, as provided in the Schedule.

(b) Payment of the base fee and award fee shall be made as specified in the Schedule; provided, that after payment of 85 percent of the base fee and potential award fee, the Contracting Officer may withhold further payment of the base fee and award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total base fee and potential award fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on

the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(c) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.  
(End of clause)

**752.245-71 [Amended]**

17. Section 752.245-71 is amended by revising the prescription to read as follows:

**752.245-71 Title to and care of property.**

As prescribed in 745.106(a), the following clause shall be included in all contracts when the contractor will acquire property under the contract for use overseas and the contract funds were obligated under a Strategic Objective agreement (or similar agreement) with the cooperating country.

\* \* \* \* \*

**752.247-70 [Added]**

18. A new section 752.247-70 is added to read as follows:

**752.247-70 Preference for privately owned U.S.-flag commercial vessels.**

As prescribed in 747.507, insert the following clause:

**Preference for Privately Owned U.S.-Flag Commercial Vessels (Oct. 1996)**

(a) Under the provisions of the Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) at least 50 percent of the gross tonnage of equipment, materials, or commodities financed by USAID, or furnished without provision for reimbursement, or at least 75 percent of the gross tonnage of cargo moving under P.L. 480 financed by the U.S. Department of Agriculture, that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo

liners, and tankers) shall be transported in privately owned U.S.-flag commercial vessels.

(b) In accordance with USAID regulations and consistent with the regulations of the Maritime Administration, USAID applies Cargo Preference requirements on the basis of programs or activities that generally include more than one contract. Thus, the amount of cargo fixed on privately owned U.S.-flag vessels under this contract may be more or less than the required 50 or 75 percent, depending on current compliance with Cargo Preference requirements. If freight under the contract is fixed on a U.S. flag vessel, Alternate I of this clause shall apply.

(c)(1) The contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both the Division of National Cargo, Office of Cargo Preference, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, and the Transportation Division, Office of Procurement, USAID, Washington, DC 20523-7900.

(2) The contractor shall furnish these bill of lading copies within 20 working days of the date of loading for shipments originating in the United States, or within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:

- (i) Sponsoring U.S. Government agency.
- (ii) Name of vessel.
- (iii) Vessel flag registry.
- (iv) Date of loading.
- (v) Port of loading.
- (vi) Port of final discharge.
- (vii) Description of commodity.
- (viii) Gross weight in pounds and cubic feet if available.
- (ix) Total ocean freight revenue in U.S. dollars.

*Alternate I*

(d) If freight is fixed on a U.S. flag vessel, except as provided in paragraph (e) of this clause, the contractor shall use privately owned U.S. flag commercial vessels, and no

others, in the ocean transportation of any supplies to be furnished under this contract.

(e) If such vessels are not available, or not available at rates that are fair and reasonable for privately owned U.S. flag commercial vessels, the Contractor shall notify the contracting officer and request either authorization to ship in foreign-flag vessels or designation of available U.S.-flag vessels. If the Contractor is authorized in writing by the Contracting Officer to ship the supplies in foreign-flag vessels, the contract price shall be equitably adjusted to reflect the difference in costs of shipping the suppliers in privately owned U.S.-flag commercial vessels and foreign-flag vessels.

**752.7003 [Amended]**

19. The clause in section 752.7003 is amended by revising the introductory paragraph, the date in the clause heading, paragraph (a), and paragraph (d) to read as follows:

**752.7003 Documentation for payment.**

The following clause is required in all USAID direct contracts, excluding fixed price contracts:

**Documentation for Payment (Nov. 1998)**

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

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

**TOTAL EXPENDITURES**

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

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

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

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable

payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.  
BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_  
\* \* \* \* \*

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

**752.7005 [Added]**

20. A new section 752.7005 is added to read as follows:

**752.7005 Submission requirements for development experience documents.**

The following clause shall be included in all USAID professional/technical contracts in which development experience documents are likely to be produced.

**Submission Requirements for Development Experience Documents (Oct. 1997)**

(a) Contract Reports and Information/Intellectual Products.

(1) The Contractor shall submit to the Development Experience Information Division of the Center for Development Information and Evaluation (PPC/DCIE/DI) in the Bureau for Policy and Program Coordination, 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, section E540.5.2b(3). 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 PPC/CDIE/DI copies of information products including training materials, publications, databases, computer software programs, videos and other intellectual deliverable materials required under the Contract Schedule. Time-sensitive materials such as newsletters, brochures, bulletins or periodic reports covering periods of less than a year are not to be submitted.

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

**(b) Submission requirements.**

(1) *Distribution.* (i) The contractor shall submit contract reports and information/intellectual products (referenced in paragraph (a)(1) of this clause) in electronic format and hard copy (one copy) to U.S. Agency for International Development PPC/CDIE/DI, Attn: ACQUISITIONS, Washington D.C. 20523 at the same time submission is made to the CTO.

(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 PPC/CDIE/DI, within 30 days after completion of the contract to the address cited in paragraph (b)(1)(i) of this clause.

(2) *Format.* (i) Descriptive information is required for all Contractor products submitted. The title page of all reports and information products shall include the contract number(s), contractor name(s), name of the USAID cognizant technical office, the publication or issuance date of the document, document title, author name(s), and strategic objective or activity title and associated

number. In addition, all materials submitted in accordance with this clause shall have attached on a separate cover sheet the name, organization, address, telephone number, fax number, and Internet address of the submitting party.

(ii) The hard copy report 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 hard copy submitted.

(iv) Acceptable software formats for electronic documents include WordPerfect, Microsoft Word, ASCII, and Portable Document Format (PDF). Submission in Portable Document format 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 6.1 or ASCII or PDF.

(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.

**752.7018 [Revised]**

21. Section 752.7018 is revised to read as follows:

**752.7018 Health and accident coverage for USAID participant trainees.**

For use in any USAID contract under which USAID participants are trained.

**Health and Accident Coverage for USAID Participant Trainees (Jan. 1999)**

(a) In accordance with the requirements of USAID Automated Directive System (ADS) 253.5.6b, the Contractor shall enroll all non-U.S. trainees (hereinafter referred to as "participants"), whose training in the U.S. is financed by USAID under this contract, in USAID's Health and Accident Coverage (HAC) program. Sponsored trainees enrolled in third-country or in-country training events are not eligible for USAID's HAC program, but the Contractor may obtain alternative local medical and accident insurance at contract expense, provided the cost is consistent with the cost principles in FAR 31.2

(b) When enrollment in the HAC program is required per paragraph (a) of this clause, the Contractor must enroll each participant in the HAC program through one of two designated contractors prior to the initiation of travel by the participant. USAID has developed an Agency-wide database training management system, the Training Results and Information Network ("TraiNet"), which is the preferred system for managing USAID's participant training program, including enrollment in the HAC program. However, until such time as the USAID sponsoring unit (as defined in ADS 253) has given the

Contractor access to USAID's "TraiNet" software for trainee tracking and HAC enrollment, the Contractor must fill out and mail the Participant Data Form (PDF) (Form USAID 1381-4) to USAID. The Contractor can obtain information regarding each HAC program contractor, including contact information, and a supply of the PDF forms and instructions for completing and submitting them, by contacting the data base contractor serving the Global Center for Human Capacity Development (G/HCD).

(c) The Contractor must ensure that HAC enrollment begins immediately upon the participant's departure for the United States for the purpose of participating in a training program financed by USAID, and that enrollment continues in full force and effect until the participant returns to his/her country of origin, or is released from USAID's responsibility, whichever is the sooner.

(1) The HAC insurance provider, not the Contractor, shall be responsible for paying all reasonable and necessary medical reimbursement charges not otherwise covered by student health service or other insurance programs, subject to the availability of funds for such purposes, in accordance with the standards of coverage established by USAID under its HAC program and by the HAC providers' contracts.

(2) After HAC enrollment, upon receipt of HAC services invoice from the selected HAC provider, the Contractor shall submit payment directly to the HAC provider.

(3) The Contractor is responsible for ensuring that participants and any stakeholders (as defined in ADS 253) are advised that USAID is not responsible for any medical claims in excess of the coverages provided by the HAC program, or for medical claims not eligible for coverage under the HAC program, or not otherwise covered in this section.

(d) The Contractor, to the extent that it is an educational institution with a mandatory student health service program, shall also enroll participants in that institution's student health service program. Medical costs which are covered under the institution's student health service shall not be eligible for payment under USAID's HAC program.

(e) If the Contractor has a mandatory, non-waivable health and accident insurance program for students, the costs of such insurance will be allowable under this contract. Any claims eligible under such insurance will not be payable under USAID's HAC plan or under this contract. Even though the participant is covered by the Contractor's mandatory, non-waivable health and accident insurance program, the participant MUST be enrolled in USAID's more comprehensive HAC program.

(f) Medical conditions pre-existing to the participant's sponsorship for training by USAID, discovered during the required pre-departure medical examination, are grounds for ineligibility for sponsorship unless specifically waived by the sponsoring unit, and covered through a separate insurance policy maintained by the participant or his employer, or a letter of guarantee from the participant or the employer (which thereby

assumes liability for any related charges that might materialize. See ADS 253).

**752.7019 [Revised]**

22. Section 752.7019 is revised to read as follows:

**752.7019 Participant training.**

For use in any USAID direct contract involving training of USAID participants.

**Participant Training (Jan. 1999)**

(a) *Definitions.*

(1) Participant training is the training of any foreign national outside of his or her home country, using USAID funds.

(2) A Participant is any foreign national being trained under this contract outside of his or her country.

(b) *Applicable regulations.* Participant training conducted under this contract shall comply with the policies and essential procedures pertaining to training-related services contained in USAID Automated Directive System (ADS) Ch. 253 "Training for Development Impact". Any exceptions to ADS 253 requirements are specified as such within this contract. The current version of Chapter 253 may be obtained directly from the USAID website at <http://www.info.usaid.gov/pubs/ads/200>.

(c) The contractor shall be reimbursed for the reasonable and allocable costs incurred in providing training to participants in the United States or other approved location

provided such costs do not exceed the limitations in, or have been waived in accordance with, ADS 253.5.5.

**Note:** Academic rates are available through a special website monitored by the United States Information Agency. The website for academic programs is: <http://www.iie.org/fulbright/posts/restrict>. U.S.-based participants receive the standardized U.S. travel per diem rates maintained by GSA for short-term training (website:<http://policyworks.gov>).

Dated: January 13, 1999.

**Kathryn Y. Cunningham,**

*Acting Procurement Executive.*

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