

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003

DOCUMENTATION FOR PAYMENT

NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:
USAID Office of Procurement
M/OP/EER/DGLA, Rm. 7.09-071
1300 Pennsylvania Ave, RRB
Washington, DC 20523-7803

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Christopher Milligan or his designee at:
USAID/Iraq

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within 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.

G.4 PAYING OFFICE

The paying office for this contract is:

Accounts Payable
USAID/Financial Management
Cairo, EGYPT
Unit 64902
APO AE 09839-4902
ATTN: Homi Jamshed

International Courier: Office of Financial Management
USAID Building
Lot 1/A Off Ellaselki Street
New Maadi, Cairo, EGYPT
Post Code No. 11435

Fax No.: 011-20-2-516-4719

Email: AcctsPayableEgypt@usaid.gov with a cc to: Ddolley@usaid.gov and Lzakhary@usaid.gov.

G.5 ACCOUNTING AND APPROPRIATION DATA

MAARD NO. Req: 267-004-3-03006
Activity: SO4
Fund Account: Approp. 72X1035
B.P.C.: HEDX0323267KG13
Total: \$2,900,000.

MAARD NO. Req: 267-004-3-03006
Activity: SO2670004
Fund Account: Approp. 723/41037
B.P.C.: HES30323267KG13
Total: \$5,000,000.

G.6 CONTRACTOR'S PAYMENT ADDRESS

Payment will be made to the Contractor either by electronic funds transfer or by check mailed to the address shown on the cover page of this contract, unless otherwise indicated below:

TO BE COMPLETED BY CONTRACTOR
