

PD-ABF-329
986-5741

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGE
2. CONTRACT (Proc. Inst. Ident.) NO. DHR-5741-C-00-1061-00		3. EFFECTIVE DATE 08/13/91	4. REQUISITION See Section G	1 44

5. ISSUED BY Resources Branch A.I.D./ W Projects Division Office of Procurement Agency for International Development Washington, D.C. 20523-1429	6. ADMINISTERED BY (If other than Item 5)
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, State and ZIP Code) Bechtel Corporation 50 Beale Street San Francisco, CA 94105-1895	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
DUNS No.: 09-487-8998 TIN No.: 94-2681914	9. DISCOUNT FOR PROMPT PAYMENT N/A

10. SUBMIT INVOICES (4 copies unless other- wise specified) TO THE ADDRESS SHOWN IN: Block 12
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11. PAYMENT WILL BE MADE BY PA/TR: OHPD/DC, Room 700 SA-2 Agency for International Development Washington, D.C. 20523-0209

12. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(k) <input type="checkbox"/> 41 U.S.C. 253(k)	13. ACCOUNTING AND APPROPRIATION DATA See Section G
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	The Contractor Shall provide the services as set forth in the schedule.				
CONTRACT TYPE: CPFF LEVEL OF EFFORT PERIOD: 8/13/91 - 8/14/96					
TOTAL AMOUNT OBLIGATED: \$913,000					

18. TOTAL AMOUNT OF CONTRACT \$5,277,757.

VI	SEC.	DESCRIPTION	PAGE(S)	VI	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	33-4
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	9-18	X		ATTACHMENT A	5-9 to 5-15
X	D	PACKAGING AND MARKING	19	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	20	K		REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	21	L		INSTR., CONDS. AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	22	M		EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	23-32				

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 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and all 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, etc., attached or incorporated by reference herein. (A checklist is attached herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number _____ including the addenda or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above as on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) Harold K. Forsen Senior Vice President	19B. NAME OF CONTRACTING OFFICER Gary V. Kinney - MS/OP/W/R
19C. DATE SIGNED 8/30/91	19D. DATE SIGNED AUG 30 1991

THIS APPLIES TO CORE ACTIVITIES ONLY

SECTION B

SERVICES AND COSTS

1. OVERVIEW

The Contractor shall provide and manage the definite quantity of services (level of effort) and submit/deliver the definite quantity of supplies (reports and other deliverables) necessary to introduce environmentally sound energy U.S. technologies and management techniques which promote sustainable and cost-effective operation of electric generation, transmission and distribution systems in developing countries.

2. SUPPLIES AND SERVICES

This is a Cost Plus Fixed Fee (level of effort) contract (or Cost Reimbursement - No Fee contract; see Section I of this solicitation/contract for applicability of the clauses entitled either "Fixed Fee" [FAR 52.216-08] or "Cost Contract - No Fee" [FAR 52.216-11], respectively). For the consideration set forth in this Section B, the Contractor shall, during the period specified in Section F.1. of this contract, provide/perform the following services and submit/deliver the following reports and other deliverables:

a. Services: Level of Effort

The following levels of effort shall be called for under this contract in the base and option increments. Options under this contract shall be negotiated and "pre-priced" at the time of award. Exercise of options shall be at the sole discretion of the U.S. Government as represented by the Agency for International Development (A.I.D.). The procedure for exercising an option is set forth in Section F. of this document.

1) Base: 235 Person/Months

It is estimated for this five year contract that 60 person months by the Project Director, 120 person months of the Technical Assistant level, 15 person months by the Financial Specialist, and 40 person months of various specialized services including those of engineers, geologists, economists, social scientists, and any other specialists proposed by the Contractor in its proposal and/or best and final offer will be required to achieve the goals and objectives of the project that are covered by this contract.

2) Options

The following options, with figures indicating person/months of effort, may be called for under this contract. It is expected that these options shall contain a labor mix proportionate to the base.

Option 1	Option 2	Option 3	Option 4
40	40	40	40

NOTE: Due to the nature of the work, options may not necessarily correspond with any identifiable calendar years.

b. Reports and Other Deliverables

The Contractor shall submit/deliver the quantities of reports and other deliverables as specified in Section C. of this contract.

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3. ESTIMATED CONTRACT COST AND FINANCING

- a. The total estimated cost for the performance of the work specified in Section C of this contract, exclusive of the fixed fee is \$5,074,955. The fixed fee is \$207,802. The total estimated cost plus fixed fee is \$5,277,757.
- b. The amount of funds obligated to this contract for performance hereunder is 9913,000. This amount is anticipated to be sufficient through July 31, 1992. The Contractor shall not exceed this amount unless authorized by the Contracting Officer pursuant to the clause of this contract entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as applicable (see Section I of this contract).
- c. The source of funding for this contract is the cognizant A.I.D. Project Office, i.e., A.I.D./Washington's Bureau of Science and Technology, Office of Energy (SET/EY) from funds allocated/allotted thereto, which are hereinafter referred to as "core funds". Such funding is intended for what is hereinafter referred to as the "core activities" portion of the aforementioned project. However, A.I.D.'s project design anticipates that other U.S.A.I.D. overseas Missions and A.I.D./Washington Bureaus and Offices will require access to the resources and expertise developed by and under the core activities portion of the project (i.e., this contract), through what is hereinafter referred to as a "buy-in" to the project. A buy-in is the acquisition of services and reports and other deliverables from the Contractor which are directly related and complementary to, and within the scope and in furtherance of, the core activities being implemented under this contract. However, such buy-ins are not included under this contract. Instead, they shall be implemented under a companion Requirements-type contract (OHR-5741-0-00-1062-00).
- d. "Core funds" shall be provided in increments (hereinafter referred to as "incremental funding") and shall be obligated by modifications to this contract. The Contractor's rights and responsibilities under incrementally funded contracts are described in the clause of this contract entitled "Limitation of Funds" (FAR 52.232-22).

4. PERSONNEL REQUIREMENTS

a. Level of Effort

- 1) A.I.D. has estimated that 235 person-months of technical assistance effort will be required to achieve the goals and purposes of the program which are covered by this contract. The Contractor shall comply with A.I.D.'s design and shall not exceed 235 total person-months of technical assistance effort without the prior written approval of the Contracting Officer, as described in the clause of this contract entitled "Changes - Cost Reimbursement, Alternate II" (FAR 52.243-02).
- 2) In the event that the Contractor fails to furnish the level of effort set forth herein during the specified term of this contract, then the Contracting Officer may require the Contractor to continue performance of the work beyond the estimated completion date until the Contractor has furnished the specified level of effort or until the estimated cost of the work for such period has expanded.
- 3) The provision of some or all of this effort may be provided through subcontracts and/or consultants. However, the inclusion of person-months of effort above does not obviate the requirements of the clause of this contract entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02), or Section H.4.a. of this contract for prior written approval by the A.I.D. official indicated therein.

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- 4) For the purpose of this contract, a person-month of effort by an employee of the Contractor is defined as 156 person hours. For the purpose of this contract, a person-month of effort by an employee of a subcontractor is defined as 22 days. For the purpose of this contract, a person-month of effort by a consultant is defined as one person working 22 days, 8 hours per day, except that if a six-day work week is authorized, a person-month of effort for a consultant is defined as one person working 26 days, 8 hours a day.

b. Key Personnel

The following positions will constitute the contract team, and individuals holding these positions will be designated key, permanent personnel in the contract:

- Project Director
- Technical Assistant 1
- Technical Assistant 2
- Financial Specialist

Brief qualifications statements for these positions are given below:

1) Project Director

The Project Director should be an individual with ten (10) years of development experience (at least 7 years international experience) and demonstrated administrative and managerial experience with innovative energy technology applications. The candidate should have an advanced degree in an engineering field (preferably electrical or mechanical engineering) or a BS in engineering and an advanced degree in some other related area. The candidate should also have extensive experience in coordinating energy-related projects in the developing world. The Project Director will be responsible for all technical, administrative (including cost control), and contractual aspects of the contractor assistance.

2) Technical Assistants

The Contractor staff should have two Technical Assistants with a minimum of a BS degree in engineering, preferably with energy and/or environmental expertise. The candidates should have at least 7 years of experience in their respective fields with 5 years experience in developing countries. The individuals must display solid project design and evaluation skills and inter-cultural communication skills.

3) Financial Specialist

The Financial Specialist should have an MBA or equivalent degree in business, with preferably 7 or more years of experience in financial analysis and project financing in the energy or engineering fields.

The positions and qualifications specified above are considered to be essential to the work being performed hereunder. All personnel must be individually approved by the A.I.D. Project Officer prior to actual assignment to the project. Unless otherwise agreed to by A.I.D., the Contractor shall be responsible for providing such personnel for performance of this contract. Unless failure to provide the key personnel specified above is beyond the control, and without the fault or negligence, of either the individual or the Contractor, failure to provide such key personnel may be considered nonperformance by the Contractor. Prior to diverting any of the individuals approved by the A.I.D. Project Officer to other programs, the Contractor shall simultaneously notify the Contracting Officer and the A.I.D. Project Officer reasonably in advance and shall submit justification in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. Proposed substitutions must be submitted simultaneously to the Contracting Officer and the A.I.D. Project Officer not later than 30 days after the diversion of any of the approved individuals. Failure to do so may be considered nonperformance by the Contractor.

If any of the key personnel should perform on any delivery order issued under the companion Requirements-type contract, their labor and associated costs shall be charged to the applicable delivery order, unless the cognizant A.I.D. Project Officer approves, in advance and in writing, the charge of such labor and associated costs to this contract. All such approvals by the cognizant A.I.D. Project Officer must be within the terms of this contract, shall not change them in any way, and shall not be construed as authorization to increase the total estimated cost of this contract or to exceed the obligated amount of this contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

c. Other Personnel

In addition to the above core positions, the Contractor shall provide individuals with specialized skills in particular areas that may be necessary to successfully complete task assignments made under this contract. Candidates and scopes of work for other personnel shall be submitted by the Contractor simultaneously to the Contracting Officer and the cognizant A.I.D. Project Officer not later than 10 days after the identification of the need for such personnel. Failure to do so may be considered nonperformance by the Contractor. Final approval of these individuals will be made in conjunction with the cognizant A.I.D. Project Officer.

1) Engineers

Engineering candidates are required in the fields of environmental, chemical, electrical, and mechanical engineering. Proposed candidates should hold advanced degrees in these areas and must have demonstrated experience in the assessment, application, evaluation, and utilization of conventional and renewable energy technologies. The candidates should have 10 years of active involvement in engineering work, with at least 5 years "hands-on" experience in the developing world, and particularly A.I.D.-assisted countries. The engineers shall demonstrate the ability to develop and assist in the successful installation of innovative energy hardware and software applications for the improved efficiency, reliability, and environmentally benign expansion of energy/power sector facilities. Experience in the use of U.S.-developed clean energy technologies which can be effectively transferred to developing countries, is highly desirable. The candidate engineers must demonstrate currency with state-of-the-art energy technology developments.

2) Geologists/Geophysicists

Candidates for these positions should have as a minimum a degree in geology or geophysics with advanced training in either field a strong advantage. Additionally, these individuals should have Third World "hands-on" field experience in the assessment, application, and evaluation of a variety of energy technologies including trade-offs among fossil fuels and renewable technologies. Previous A.I.D. project experience is an additional advantage.

3) Economists

Candidate economists shall demonstrate their ability and experience in analyzing economically viable and sustainable technologies for energy sector and end-use applications. Economists must be able to show experience in conducting qualitative and quantitative assessments of energy technologies at both local and national levels. The economist should have 10 years of professional involvement with energy-related economics, with significant field experience in the Third World. Advanced educational training at least to the Masters degree level in a relevant subfield of economics and experience in related A.I.D. projects is required.

4) Social Scientists

Social scientist candidates must have advanced educational training at least to the Masters degree level and experience in areas immediately relevant to the project requirements, and the developmental environment in which project activities will occur. The social scientist should have 10 years of professional involvement with sociocultural issues of development, and demonstrate complete sensitivity to socioeconomic, political and cultural implications of energy availability.

THIS APPLIES TO CORE ACTIVITIES ONLY

5. ESTABLISHMENT OF INDIRECT COST RATES

Pursuant to the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), and, if applicable, the clause of this contract entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15), an indirect cost rate or rates shall be established for each of the Contractor's accounting periods which apply to this contract. Pending establishment of revised provisional or final indirect cost rates for each of the Contractor's accounting periods which apply to this contract, provisional payments on account of allowable indirect costs shall be made on the basis of the following negotiated provisional rate(s) applied to the base(s) which is (are) set forth below:

Description	Rate	Base	Type	Period
Overhead (Perm. Office Personnel)				
a. Mgmt. & Engineering	85.75%	1/	1/	1991
	86.92%			1992-1996
b. Procurement	20.64%			1991
	19.54%			1992-1996
c. Facilities Capital Cost of Money (FCM)	1.39%			1991
	1.32%			1992-1996
Overhead (Field Personnel)		2/	2/	
	38.98%			1991
	39.13%			1992-1996
G&A		3/	3/	
	17.17%			1991
	17.12%			1992-1996
G&A (FCM)	0.10%			1991-1996

- 1/ Base of Application: Salaries and wages plus payroll additives (Fringe) and any straight time portion of overtime salaries and wages.
Type of Rate: Provisional 1991; Forward Pricing Data 1992-1996
- 2/ Base of Application: Base Salaries
Type of Rate: Provisional 1991; Forward Pricing Data 1992-1996
- 3/ Base of Application: Bechtel R&D Direct Labor, Overhead and Other Direct Costs excluding engineering supplies, outside services, consultants and Facilities Capital Cost of Money.
Type of Rate: Provisional G&A 1991 and G&A (FCM) 1991-1996; Forward Pricing Data G&A 1992-1996.

6. ADVANCE UNDERSTANDING ON CEILING INDIRECT COST RATES AND FINAL REIMBURSEMENT FOR INDIRECT COSTS

- a. Notwithstanding any other clause of this contract, the parties agree that reimbursement for indirect costs shall be at final negotiated rates, but not in excess of the ceiling rates as shown in Tables on pages 5-10 through 5-15 of Attachment A to this Contract.
- b. The Contractor will notify the Contracting Officer when and if the method of classifying or allocating indirect costs will be changed in accordance with directions and approvals from its cognizant government agency (DOE/Oak Ridge Operations).
- c. The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.
- d. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

7. COSTS REIMBURSABLE, PAYMENT, AND LOGISTIC SUPPORT TO THE CONTRACTOR

a. Costs Reimbursable

In accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), the Contractor shall be reimbursed in U.S. dollars for reasonable, allocable, and necessary costs incurred during performance of this contract, subject to the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), and other applicable terms and conditions of this contract.

b. Fixed Fee

In addition to reimbursement of costs pursuant to Section 8.7.a. above, the Contractor shall, if the clause entitled "Fixed Fee" (FAR 52.216-08) is applicable to this contract, be paid a fixed fee in accordance with said clause. Payment of such a fee, if applicable, will apply at the time of each payment to the Contractor for allowable dollar costs, such that the Contractor shall be paid a dollar amount which is in the same ratio to the total fixed fee as the related payment being made for allowable dollar costs is to the total estimated cost, as amended from time to time; provided however, that whenever in the opinion of the Contracting Officer such payment would result in a percentage of fee in excess of the percentage of work completion, further payment of fee may be suspended until the Contractor has made sufficient progress, in the opinion of the Contracting Officer, to justify further payment of fee up to the agreed ratio; provided further, that after payment of eighty-five percent (85%) of the total fixed fee, the provisions of the clause of this contract entitled "Fixed Fee" (FAR 52.216-08) shall be followed.

c. Payment

- 1) Payment shall be made in accordance with the clauses of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07), "Prompt Payment" (FAR 52.232-25), "Documentation for Payment" (AIDAR 752.7003), and if applicable, "Fixed Fee" (FAR 52.216-08) and "Letter of Credit Advance Payments" (AIDAR 752.232-70).
- 2) Payment shall be made by the paying office designated in Section G of this contract.

d. Logistic Support

- 1) The Contractor shall be responsible for providing or arranging all logistic support in the United States and shall generally be responsible for providing or arranging for all logistic support for its overseas performance of this contract.
- 2) To the extent that a U.S.A.I.D. Mission or a cooperating country provides logistic support for the Contractor's overseas performance under this contract, the costs of such logistic support will not be charged by the Cooperating Country and/or the U.S.A.I.D. Mission to the Contractor, and shall not be charged by the Contractor to this contract. Logistic support provided in the form of local currency shall be paid to the Contractor in a manner adapted to the local situation and as agreed to by the Mission Director, in writing. The documentation for such costs shall be on such forms and in such manner as the Mission Director shall describe.
- 3) If, under emergency circumstances, it is necessary for a U.S.A.I.D. Mission to pay for any in-country costs on behalf of the Contractor in order to facilitate implementation of any activities under this contract, the Mission may bill the Contractor for such costs, and the Contractor may, in turn, charge those costs against this contract (however, see paragraph 2 above wherein logistic support to be provided by the Mission will be provided without charge). Under no circumstances will the Mission recoup those costs via an Advice of Charge (AOC) to the paying office. In addition, in order to maintain the Contractor's responsibility for compliance with the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22), a Mission may not pay any in-country cost without the prior written approval of the Contractor, which approval must indicate a maximum amount which may be paid.

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SECTION C

WORK STATEMENT

1. BACKGROUND

Project Goal and Purpose

The goal of the Energy Technology Innovation Project (ETIP) is to alleviate, by environmentally acceptable means, the supply/demand gap in energy sectors of developing countries. This goal will be achieved by the introduction of innovative and environmentally benign U.S. energy engineering technologies and management techniques which promote sustainable and cost-effective operation of electric generation, transmission, and distribution systems. Environmentally benign technologies refer to power generation or conversion technologies which are capable of using alternative fuels and/or impose substantially lower environmental impacts than conventional generating options. For purposes of this solicitation, environmentally benign options will most likely include solar electric (solar thermal and photovoltaics), wind, geothermal, atmospheric fluidized bed combustors (AFBC) and integrated gasification combined cycle (IGCC) units, slagging combustors, fuel cells, and energy efficient management techniques and technologies.

Contract Focus

The four main objectives of the ETIP are as follows:

- Implementation of Clean Energy Technologies;
- Innovation in Energy Efficiency and Power Generation, Transmission and Distribution;
- Technology Transfer to Rehabilitate Current Systems; and
- Improvement of Power Sector Institutional Structures.

To satisfy these objectives, the ETIP will fund:

- Engineering services and the introduction of innovative, proven, efficient, and environmentally benign advanced U.S. energy conversion technologies;
- The implementation of energy system control and management techniques;
- Technology transfer/training and workshops at management and staff levels; and
- Assessments of indigenous energy resources and energy system applications.

Specific technologies and methodologies will be chosen on a country specific basis for: their applicability to indigenous energy resources; the improvement of existing systems throughout the power sector; minimum impact on the environment; and economic suitability to the specific conditions in the developing country.

By way of illustration, ETIP activities may be conducted in Africa, Asia, Caribbean, Eastern Europe, Latin America, and the Near East regions, and most likely in the countries of Morocco, Egypt, India, Pakistan, Indonesia, Thailand, Philippines, Costa Rica, Guatemala, and the Dominican Republic. Other countries may be added as needs arise and technical assistance requests are made by A.I.D. Missions, Regional Bureaus, and developing country governments.

ETIP activities will initially focus on the power generation, transmission, and distribution sectors (in general parastatal utilities) while being sensitive to the impact and implications of development on the broader energy sector, i.e. various other government institutions, industry, and the commercial and residential private sector. As the ETIP expands, and other Office of Energy projects are implemented, activities will include other elements addressing the broader energy sector, as well as initiation of, and possible co-funding for, specific subprojects that deal directly with the power-generation component of the private sector, as further defined in this work statement.

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2. SCOPE OF WORK

The Contractor shall provide and manage multidisciplinary technical assistance for the identification, development, design, implementation, and evaluation of innovative energy projects, programs, and activities in developing countries. The following are specific Contractor responsibilities under this contract:

Washington Support

The Contractor shall provide a staffed office within the metropolitan Washington D.C. area, conveniently situated to provide support to and be accessible by the A.I.D./Washington Office of Energy staff currently located at 1601 N. Kent St., Arlington(Rosslyn), Va. in the following areas:

- (1) Provide overall project and activity planning support to the A.I.D. Project Officer;
- (2) Provide technical support in implementing contract activities designated by the A.I.D. Project Officer; this would include providing the personnel mentioned in Section B.2. necessary to complete the work.
- (3) Provide administrative support and other non-technical support services related to the conduct of contract activities and overall contract management and administration;
- (4) Serve as liaison with the Contractor's corporate headquarters, A.I.D. field missions, relevant industry representatives, and other international, U.S., and developing country organizations on matters pertinent to contract activities
- (5) Program/Project Planning. The Contractor shall review activities proposed by A.I.D. in terms of their appropriateness; the stage of identification and development particularly with respect to USAID Mission interest and involvement; the logical scope for a first phase effort; the participation of the host country and its readiness (if any) to accept a counterpart role in pursuing the activity.
- (6) Organizing Field Activities. After an Office of Energy decision to undertake an activity, the Contractor, pursuant to the Project Officer's technical directions, would act on requirements as appropriate, providing input to the Office of Energy Project Officer on the activity's terms of reference, describing clearly the objectives to be achieved, the approach to be followed, the specific subactivities to be undertaken, the schedule to be followed, and the reporting to be made.

b. Field Support

Possible contract activities to be conducted in the field are outlined in paragraph c. below. During the course of the Contract term, specific activities will be selected and assigned to the Contractor by the A.I.D. Project Officer. These activities may represent selections from the list in paragraph c.. The Contractor, while conducting contract activities in the field, shall perform as follows:

- (1) Establish liaison with USAID Mission and host country government personnel in cooperation with Office of Energy representatives for implementation of field activities;
- (2) Take the lead role in obtaining field information and data, in conducting evaluations, and in developing findings and conclusions;
- (3) Prepare progress reports establishing in-country logistics; and
- (4) Maintain liaison with the Contractor's Washington office.

THIS APPLIES TO CORE ACTIVITIES ONLY

c. Contract Activities

The Contractor shall conduct technical assistance contract activities assigned by the Project Officer that fall within the following range of activities:

(1)Country Indigenous Resource Assessments - Resource assessments will be conducted to determine the potential for development and utilization of particular technology options. Resource assessments will be a key determinant in selection of new innovative technology alternatives since an important component of ETIP is to use indigenous resources to the greatest extent possible. For this activity the Contractor will: collect, review, compile, and summarize existing geological/geophysical/solar data related to prospects for funding and developing conventional and nonconventional energy resources in a target country; fill-in data gaps that might exist through techniques such as geological maps and satellite images; assist in processing and interpreting collected data; and monitor host country resource evaluation activities.

Deliverable: A Technical Report shall be required for each assessment. Each report shall include as output recommendations on appropriate technology options for host country consideration in the development of its indigenous energy resources.

Estimated Number of Resource Assessments: 2

(2)Country Energy System Applications and/or Market Assessments - The Contractor will assist countries in conducting market application/assessments for new technology options. These assessments, which will vary by country, could include: identifying appropriate applications for a given technology by end-use sector in a country; determining technical/market potential by technology/application combination; determining the economic benefits of a technology from a national/local level in terms of energy savings, employment, revenue, etc.; identifying the policy, regulatory and institutional barriers to deployment of a given technology option; and developing recommendations for addressing impediments and streamlining technology utilization.

Deliverable: A Technical Report shall be issued for each assessment/application. Each shall include as output a listing of the appropriate U.S. technology options addressing the market opportunities identified.

Estimated Number of Application/Market Assessments: 2

(3)Definitional Missions - Definitional missions are necessary to identify and scope out specific project opportunities for innovative energy technologies in the developing world. For definitional missions, the Contractor may be required to conduct a variety of activities that could include examining and characterizing the energy sector and identifying new technology options that are appropriate for development/transfer in the country. Definitional missions involve a determination of a number of factors including: the energy situation/parameters in the country, both current and projected; energy sector relations to future development priorities; in-country technology "levels"; physical system attribute characterization; in-country technical institute strengths and resources; opportunities for public and private sector participation in project activities; identification of possible project opportunities; the estimated cost of the project; potential project financing sources; circumstances and energy sector needs of a specific country; and the public sector rules which govern energy sector operations. The result of this information will be the emergence of a country's energy sector technological profile and the areas where ETIP activities can provide significant resource strengthening. New technologies will be identified and matched against their potential to determine the probability of success. The profile, and project

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activities identified, will be offered to the host country by A.I.D. as potential energy sector upgrades for the host country to consider.

Deliverable: A Technical Report shall be issued after each mission summarizing results. The report shall include as output a prioritized list of project activities for host country consideration in energy sector development.

Estimated Number of Definitional Missions: 9

(4) Missions for Management/Operational Assistance Workshops for Institutional Development - With the emergence of a country's energy sector "profile" - a composite of energy resource availability, use patterns, current and projected energy needs reflecting future development growth requirements, and institutional resources - management, operations and maintenance training and other assistance opportunities - will become obvious. ETIP proposes to meet these needs through the improvement of the energy management sector. Management's operation of new technologies throughout the energy delivery system will be maximized, ensuring that the use of new technology is in harmony with management capabilities and understanding. Institutions will be strengthened through such activities, enabling them to be rigorous diagnostic and delivery tools for energy sector demands and their ultimate satisfaction. The Contractor will conduct analytic and implementation workshops and seminars designed to meet the country-specific, socio-cultural, and institutional energy sector needs as they pertain to new technology use and adoption. The Contractor shall design and carry out each workshop/seminar including setting the agenda and arranging for speakers and the related logistics. The Contractor under this activity shall provide training and other technical assistance in the areas of management, operations, and maintenance.

Deliverable: At the completion of each seminar/workshop, the Contractor shall issue a Technical Report summarizing presentations and recommendations resulting from discussions. At the completion of training or other technical assistance, the Contractor shall issue a Technical Report containing recommendations for sustaining efficiency in the area assisted.

Estimated Number of Workshops: 4

(5) Special Studies - Studies of potential financing assistance programs, rural impact assessments, social costs examinations, or macro-level socioeconomic studies which relate energy availability and use to socioeconomic change, among others, will be undertaken. Studies would allow proactive energy planning, which would strengthen productivity growth trends and ultimately per capita incomes. The Contractor, in association with the Office of Energy, will define the study to be undertaken, collect the data required to conduct the study (using both primary and secondary sources), evaluate the data, and report the results.

Deliverable: A Technical Report shall be issued after the conclusion of each study. Included in each report as output shall be an identification of financial issues and a list of recommendations for consideration by host country energy planning authorities.

Estimated Number of Special Studies: 5

In accordance with the level of effort called for in this core contract, the Contractor may also be called upon to provide the following services:

Definitional Missions:

The Contractor shall:

- Develop environmentally sound power plant projects in selected countries;
- Identify pollution control and atmospheric emissions monitoring systems needs;
- Assess potential global warming emissions reductions and cost for natural gas, clean coal, and other energy technologies;

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Studies/Assessments

The Contractor shall:

- Perform agronomic and municipal waste-to-energy assessments for power generation;
- Assess application of clean technologies, such as fluidized-bed combustion in selected developing countries;
- Perform integrated gasification combined cycle power plant system studies, and natural gas utilization system studies;
- Conduct studies and assessments pertaining to oil and gas optimization and hydrocarbon exploration;
- Qualify and quantify oil-shale resources and its application to power generation in developing and emerging countries;
- Perform studies in environmentally sound utilization of conventional fossil fuels;
- Conduct demonstrations in key countries of retrofit flue gas clean-up technology.
- Perform studies in alternative energy resources, such as, solar electric (solar thermal and photovoltaics), wind and geothermal.

Market Assessments/Applications and Support Activities

The Contractor shall:

- Provide logistical framework and policy impetus for trade missions to selected developing or emerging countries for interested U.S. participants to explore development of business ventures and collaborations;
- Provide logistical framework and policy impetus for reverse trade missions for key governmental decision makers and industrialists from selected developing and emerging countries to visit relevant U.S. facilities;
- Identify energy assistance programs of international donors and opportunities for application of U.S. clean energy technologies;
- Design environmental control applications projects based on market assessment(s).

Training and Workshops

The Contractor shall:

- Conduct workshops seminars or demonstrations on pertinent and current energy topics at locations in and outside the U.S.;
- Design and conduct power plant performance/condition Diagnostic Training Centers in selected countries.;
- Provision of training to officials of host countries (generally on-site) in the proper maintenance and on-going operation and management of conventional or clean technology power generation systems.

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Energy Management and Systems Maintenance

The Contractor shall:

- Provide technical assistance in the areas of power sector rehabilitation, operation and maintenance, and inventory control needs;
- Provide maintenance and/or maintenance related activities in the areas of power generation systems;
- Establish computer-based energy technology screening tool(s) based on off-the-shelf applications software, and/or custom software specifically developed for this purpose;
- Design energy management information system(s) (MIS) suitable for achieving organizational efficiencies;
- Assess feasibility and benefits of regional spare parts management and support.

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d. Reports/Deliverables

In addition to providing the quantity of services indicated in Section B.2. of this contract, directed toward the performance of the activities discussed in this Section C, and the types and quantities of reports set forth in the clause of this contract entitled "Reports" (AIDAR 752.7026), the Contractor shall be also submit the following reports/deliverables and shall distribute each report in accordance with the aforesaid AIDAR clause as follows: 3 copies to the Contracting Officer; 4 copies to the Project Officer; 2 copies to PPC/CDIE/DI, Acquisitions, Room 209, SA-18, A.I.D., Wash. D.C. 20523. The Contractor shall also comply with additional distribution requirements here noted in reports listed below. The aforesaid deliverables must be in accordance with the CDIE Style Manual (a copy of which will be provided to the Contractor by the cognizant A.I.D. Project Officer upon request).

(1) Annual Work Plans and Work Plan Reviews: The annual workplan will be a key document through which plans will be made for contract activities and subsequent contractor performance evaluated. Within 90 days after the contract effective date and 30 days prior to the beginning of each subsequent year, the Contractor shall submit Annual Work Plans to the A.I.D. Project Officer for review and approval. Work plans shall be developed in consultation with the A.I.D. Project Officer, and approved by A.I.D. The revised work plan, reflecting A.I.D.'s guidance, will become the document upon which performance will be assessed. After the first year, work plans will include an annual report on the previous year's activity. Additional Distribution: One additional copy for the Project Officer; one copy to the Program Analyst.

(2) Monthly Status Reports: These reports shall be submitted within ten days after the end of each calendar month, and shall itemize the different activities, the progress to date, problems and issues encountered by the Contractor and suggested solutions to overcome outstanding problems which hinder contract performance. Additional Distribution: One additional copy for the Project Officer; one copy for the Program Analyst.

(3) Semi-Annual Buy-In Reports: The contractor shall report semi-annually on the status of Buy-Ins by funding source. Each report shall contain as a minimum, a listing of all Buy-Ins, the original estimated level of effort and dollar value and the actual level of effort and funds expended against the work under each Buy-In. Additional Distribution: One additional copy for the Project Officer; one copy for the Program Analyst.

(4) Mid-Project Report: This report shall be submitted three years from the effective date of this contract for evaluation purposes. It shall include lists of contract activity inputs, outputs, and objectives; summary descriptions of each activity undertaken; statistical summaries and analyses of activities and countries where these have been undertaken; cost of each activity; and summary costs by country, region, and type of assistance. Additional Distribution: One additional copy for the Project Officer; one copy for the Program Analyst.

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(5) Final Report: This report shall be similar to the Mid-Project Report, but shall incorporate all contract activity internal evaluations, and final detailed financial statements. It should summarize accomplishments, methods of work used, and recommendations regarding unfinished work and/or program continuation. This Final Report shall be submitted within 60 days after completion of the work hereunder unless the required date of submission is extended by the Contracting Officer (One, single Final Report submitted as described above will be considered satisfactory in meeting the requirements of this paragraph as well as the requirements of AIDAR Clause 752.7026 for a final report). Additional Distribution: One additional copy for the Project Officer; one copy for the Program Analyst.

(6) Technical Reports: The Contractor shall submit a technical report within 30 days after Contractor's completion of each contract activity assigned by the Project Officer that falls within the range of activities described in Section C.2. above. The content of each Technical Report shall correspond with the Deliverable requirement listed in Section C.2. for the activity in question. The cover page of each report shall be prepared according to the format shown in the sample cover in Attachment 2., and each report shall include the one-page, summary description of the Office of Energy provided in the same Attachment 2.. Also, each report shall be prepared using the following computer software applications:

- DOS 3.31 - Disk format on 5 1/4" disks, formatted 360K, double sided, double density only
- Wordperfect 5.0 or 5.1 - for word processing
- Lotus 123, Version 2.01 - for spreadsheets
- dBase III+ - for databases and program plan spreadsheet
- Harvard graphics - for charts, graphs, etc.

Additional Distribution: At least 25 copies of each report shall be provided to the Project Officer. Contractor shall also provide the Project Officer with the software files (described above) for each report. Each disk should be labeled with application (WP50, Lotus, dBase), file name and extension, date prepared, and drafter. One copy shall be provided to the Program Analyst. The Contractor shall seek Technical Directions from the Project Officer to determine if further distribution shall be required and prepare copies accordingly.

(7) Level of Effort Reports

a) 75% Report: When 75% of the level of effort person months of this core contract has been reached, the Contractor, within two weeks of that date shall advise the cognizant Project Officer accordingly in a one-page report.

b) Semi-Annual Report: The Contractor shall submit a copy of a semi-annual report to both the Contracting Officer and the cognizant A.I.D. Project Officer indicating the number of person-months of effort which were expended by the Contractor and each subcontractor's employees and consultants to the Contractor and subcontractors during the reporting period. The number of person-months shall be distributed by the main contract activity components and administrative /clerical support. The reporting periods shall be October 1 through March 31 and April 1 through September 30 of each year. The reports shall be submitted not later than 30 days following the end of the reporting period.

THIS APPLIES TO CORE ACTIVITIES ONLY

- (8) Small Business and Small Disadvantaged Business Subcontracting Plan Reports: With respect to the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09), if applicable, reporting requirements are as follows:
- a) Standard Form 294 (See Section J), entitled "Subcontracting Report for Individual Contracts," shall be prepared by the Contractor semi-annually for this contract and submitted to the A.I.D./Washington Office of Small and Disadvantaged Business Utilization (OSDBU/WRC), Washington, D. C. 20523-1414. Reporting periods are October 1 through March 31 and April 1 through September 30 of each year. The report shall be submitted/delivered no later than 25 days following the end of each reporting period.
 - b) Standard Form 295 (See Section J), entitled "Summary Subcontract Report," shall be prepared quarterly by the Contractor for all contracts subject to Public Law 95-507 (i.e., with the clause entitled, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09 or FPR Temp. Reg 50)) and submitted to the A.I.D./W Office of Small and Disadvantaged Business Utilization (OSDBU/WRC), Washington, D.C. 20523-1414. The report shall be submitted/delivered no later than 25 days following the end of each reporting period..
- (9) Property Reports: The contractor shall submit/deliver three copies to the Contracting Officer of an annual property report containing the information required by the clauses of this contract entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.265-05 and "Government Property -- A.I.D. Reporting Requirements" (AIDAR 752.265-70). The reporting periods are October 1 through September 30 of each year. The report shall be submitted/delivered by the Contractor within 30 days from the end of the reporting period.
- (10) Financial Reports
- a) The Contractor shall submit a certified fiscal report with each payment request in accordance with AIDAR Clause 752.7003. This report shall be in the format shown in Attachment 20 to this contract.
 - b) Pursuant to Section 8 of this contract, the Contractor shall comply with the clauses of this contract entitled "Limitation of Cost" (FAR 52.232-20) and "Limitation of Funds" (FAR 52.232-22).
- (11) Indirect Cost Rate Proposals: The Contractor shall comply with the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) or "Predetermined Indirect Cost Rates" (FAR 52.216-15), as applicable, regarding submission of indirect cost rate proposals for each of the Contractor's (and any subcontractors') accounting periods which apply to this contract within 90 days from the end of each of the Contractor's (and any subcontractors') fiscal years. Three copies of each of such proposals shall be submitted within 90 days from the end of each of the Contractor's (and any subcontractors') fiscal years, to the Contracting Officer and the Contractor's cognizant U.S. Government audit agency (if applicable).
- (12) Invention and Patent Reports: The Contractor shall comply with the clause of this contract entitled "Patent Rights - Retention by the Contractor (Short Form" (FAR 52.227-11) or "Patent Rights - Acquisition by the Government" (FAR 52.227-13), as applicable.
- (13) Equal Opportunity: The Contractor shall comply with the reporting requirements of clause of this contract entitled "Equal Opportunity" (FAR 52.222-26).
- (14) Participant Training: The Contractor shall comply with the clauses of this contract entitled "Health and Accident Coverage for A.I.D. Participant Trainees" (AIDAR 752.7018) and "Participant Training" (AIDAR 752.7019), as applicable.

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(15) Special Disabled Veterans and Veterans of the Vietnam Era: The Contractor shall comply with the reporting requirements of the clause of this contract entitled "Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era" (FAR 52.222-37).

(16) Other Deliverables: The Contractor shall also be responsible for providing the other deliverables specified in Section C of this contract when and as requested by the Contracting Officer or the cognizant A.I.D. Project Officer.

(17) Language of Reports/Deliverables: In accordance with the clause of this contract entitled "Language, Weights, and Measures" (AIDAR 752.7005), all reports and communications shall be in the English language, unless otherwise specified by the Contracting Officer or the cognizant A.I.D. Project Officer.

(18) Reports of Activities Conducted Under the Companion Requirements-Type Contract

a) Summary Reports

The Contractor shall submit/deliver the number of copies to the consignees, indicated above, of a summary report of all buy-in activities conducted and funded under the companion Requirements-Type contract within 45 days of completion of the activity. These summary reports shall contain but not be limited to, the following information: (1) type of activity, geographical area of activity, dates of activity, and team composition; (2) objective of the activity, including scope of work, as appropriate; (3) activities performed during the activity; (4) summary of any technical reports resulting from the activity; and (5) summary of future potential needs of, or opportunities for, assistance.

b) Specific Reports

Specific reporting requirements for buy-in activities conducted and funded under the companion Requirements-type contract shall be specified in each delivery order issued thereunder. In addition to the specific reporting requirements specified therein, the Contractor shall submit/deliver the number of copies to the consignees of such reports no later than 15 days following submission to the applicable USAID Mission or A.I.D./Washington bureau or office.

(19) The Contractor shall submit/deliver all reports and other deliverables in accordance with the clause of this contract entitled "F.o.b. Destination, Within Consignee's Premises" (FAR 52.247-35). The types, quantities, consignees, and due dates of such reports and other deliverables are specified in individual paragraphs of this Section C.

(20) Publications: Journal articles and other publication manuscripts arising from this contract shall be subject to A.I.D.'s Academic Publication Policy (as set forth in Appendix I of the A.I.D. Acquisition Regulation [48 CFR Chapter 7] and Section J of this contract), and submitted to the cognizant A.I.D. Project Officer no later than submission to a publisher for comment only (as opposed to authorization for release), unless the Contracting Officer determines, on a case-by-case basis, that authorization for release is appropriate. The Contractor shall submit/deliver the number of copies to the consignees, indicated above, of each publication within 30 days following publication. To the extent that A.I.D. funds are used to underwrite the cost of publication (in lieu of the publisher assuming the cost as is the normal practice), any royalties or profits up to the amount of such cost shall be credited to the contract.

(21) Reporting of Royalties: The Contractor shall comply with the reporting requirements of the clause of this contract entitled "Reporting of Royalties (Foreign)" (FAR 32.227-08).

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SECTION D

PACKAGING AND MARKING

1. REPORTS

Pursuant to the clause of this contract entitled, "Reports" (AIDAR 752.7026), the cover page of all reports prepared by the Contractor shall be in the format shown in Attachment 2.

2. SUPPLIES AND COMMODITIES

Any supplies and equipment/commodities purchased and shipped or provided by the Contractor shall be marked in accordance with the clause of this contract entitled, "Marking" (AIDAR 752.7009). Unless otherwise specified, all commodities shipped overseas shall be in accordance with the suppliers standard export packaging.

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SECTION E

INSPECTION AND ACCEPTANCE

1. RESPONSIBLE OFFICIAL

In accordance with the clauses of this contract entitled, "Inspection of Services - Cost Reimbursement" (FAR 52.246-05) and "Limitation of Liability - Services" (FAR 52.246-25), inspection and acceptance of all services and supplies required hereunder shall be made only by the cognizant A.I.D. Project Officer (see Section 6 of this contract), and not by any official of a USAID Mission or any other A.I.D. office. Inspection and acceptance of services and supplies by the cognizant A.I.D. Project Officer shall form the basis for payments to the contractor.

2. PLACE OF INSPECTION AND ACCEPTANCE

A.I.D. inspection and testing of services and reports and other deliverables required hereunder, if any, shall take place in Arlington (Rosslyn), Va. at the Office of Energy, Bureau of Science and Technology.

3. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

4. EVALUATION

The A.I.D. Office of Energy will arrange to review contract activities and the Contractor's performance at the end of the third year of the contract or at any other point during contract performance as A.I.D. deems appropriate. Review results may be used within the framework of contract terms and scope to provide technical directions to the Contractor. The A.I.D. Office of Energy may elect to conduct such reviews with its own staff or through the services of independent entities.

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SECTION F

DELIVERIES OR PERFORMANCE

1. PERIOD OF CONTRACT

The effective date of this contract is August 13, 1991. The estimated completion date is five (5) years from that date. Any and all options exercised must be exercised within the five year period.

2. OPTION FOR INCREASED QUANTITY (MAR 1989)

A.I.D., as represented by the Contracting Officer may increase the level of effort called for under this contract as set forth in Section B.2.a.2. of the Core Contract. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the complete utilization of level of effort otherwise provided pursuant to this contract.

3. TECHNICAL DIRECTIONS

Performance of the work hereunder shall be subject to the technical directions of the cognizant A.I.D. Project Officer. Only the cognizant A.I.D. Project Officer (and not any other A.I.D. official) may issue technical directions. As used herein, "technical directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. "Technical directions" must be within the terms of this contract and any modifications issued hereunder, shall not change or modify them in any way, and shall not constitute Changes (as described in the clause of this contract entitled "Changes - Cost Reimbursement" (FAR 52.243-02, Alternate II), which may only be issued by the Contracting Officer. The Contractor shall comply with the clause of this contract entitled "Notification of Changes" (FAR 52.243-07).

4. Places of Performance

Performance of this contract shall be in the Washington, D. C. metropolitan area, at the Contractor's and any subcontractor's facilities in the United States, and those countries to which the cognizant A.I.D. Project Officer, in accordance with Section M.1. of this contract and the clauses of this contract entitled "Travel Expenses and Transportation and Storage Expenses" (AIDAR 752.7002) and "Personnel" (AIDAR 752.7027, Alternate 71), approves international travel for performance of the work.

THIS APPLIES TO CORE ACTIVITIES ONLY

CONTRACT ADMINISTRATION DATA

1. COGNIZANT A.I.D. PROJECT OFFICER AND PROGRAM ANALYST

The cognizant A.I.D. Project Officer is Samuel Schweitzer, S&T/EY, A.I.D./Washington, or the person so designated by the Director, S&T/EY, A.I.D./Washington.

The cognizant A.I.D. Program Analyst is Shirley Toth, S&T/EY, A.I.D./Washington, or the person so designated by the Director, S&T/EY, A.I.D./Washington.

2. PAYING OFFICE

The paying office, and the office to which requests for payment shall be sent is:

FA/FM/CHPD/DC
Room 700, SA-2
Agency for International Development
Washington, D. C. 20523-0209

When submitting documentation for payment in accordance with AIDAR Clause 752.7003, the Contractor shall use the format shown in Attachment 20 for the required certified fiscal report.

3. POST-AWARD CONTRACT ADMINISTRATION OFFICE

The post-award contract administration office is MS/OP/W/R, A.I.D./Washington.

4. ACCOUNTING DATA

Funds currently obligated in this contract are chargeable as follows:

PIO/T No. : 936-5741-1361237
Appropriation No. : 72-1111021.6
Budget Plan Code : DOSA-91-13600-1G11
Allotment No. : 146-36-099-01-20-11
Amount : \$913,000
Funding Source : S&T/EY

5. MODIFICATION NUMBERS

The number of this contract, and the meaning of each data element is as follows:

DHR 5741 - C - 00 - 1061 - 00
Issuing Office of contract of Project No. Last Four Digits of Contract A.I.D./W Funded Contract Order No. Contract No. Modifi- cation Number

Thus, DHR-5741-C-00-1061-01 would refer to the first modification to this contract.

6. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING

The Director of the A.I.D./Washington Office of Small and Disadvantaged Business (OSDBU/MRC) is hereby designated as the Contracting Officer's representative, responsible for assisting in monitoring, evaluating, and documenting the Contractor's performance under the clause of this contract entitled "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09).

7. CONTRACTOR'S PAYMENT ADDRESS

Payments shall 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:

Electronic Payment
Morgan Guaranty
New York, NY
Account No. 005-08-886
Credit Bechtel Corporation
Invoice No.

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SECTION 4

SPECIAL CONTRACT REQUIREMENTS

1. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002) AND "PERSONNEL" (AIDAR 752.7027, ALTERNATE 71)

In accordance with each of the above clauses of this contract, whereunder the Contractor may not send individuals outside the United States to perform work under this contract without the prior written approval of the Contracting Officer, the Contracting Officer does, hereby, provide said approval for those individuals required to travel outside the United States; provided, however, that concurrence with the assignment of any and all said individuals outside the United States is obtained by the Contractor, in writing, from the A.I.D. Project Officer and the USAID Mission prior to their assignment abroad. Such approval must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Section 8 of this contract), which are subject to the clauses of this contract entitled "Limitation of Funds" (FAR 52.232-22) or "Limitation of Cost" (FAR 52.232-20), as applicable (see Section 1 of this contract). A copy of each approval issued pursuant to this paragraph shall be retained by the Contractor for audit purposes.

After approval of the proposed international travel, the Contractor shall provide the USAID Mission Director advance notification, with a copy to the A.I.D. Project Officer, of the arrival date and time and flight identification of A.I.D.-financed travellers.

2. INSURANCE REQUIREMENTS

a. Workers' Compensation and Employer's Liability

Pursuant to the clause of this contract entitled "Insurance - Liability to Third Persons" (FAR 52.228-07), the Contractor shall, during the period of this contract (see Section F.1.), comply with applicable Federal and State workers' compensation and occupational disease statutes, they shall be covered under the employer's liability section of the Contractor's insurance policy. Employers liability coverage of at least \$100,000 is required to be provided and maintained by the Contractor during the period of this contract, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. To the extent that this insurance exceeds the insurance maintained by the Contractor in connection with the general conduct of its business, the costs of such insurance are allowable as a direct cost to this contract.

b. General Liability

Pursuant to the clause of this contract entitled "Insurance - Liability to Third Persons" (FAR 52.228-07), the Contractor shall, during the period of this contract (see Section F.1.), provide and maintain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence. Property damage liability insurance is not required by this contract. To the extent that this insurance exceeds the insurance maintained by the Contractor in connection with the general conduct of its business, the costs of such insurance are allowable as a direct cost to this contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

c. Automobile Liability

Pursuant to the clause of this contract entitled "Insurance - Liability to Third Persons" (FAR 52.228-07), the Contractor shall, during the period of this contract (see Section F.1), provide and maintain automobile liability insurance (other than privately-owned vehicles of the Contractor's employees or consultants, which are discussed in f. below) written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this contract. The policy shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage. To the extent that this insurance exceeds the insurance maintained by the contractor in connection with the general conduct of its business, the costs of such insurance are allowable as a direct cost to this contract.

d. Defense Base Act (DBA) Insurance

Pursuant to the clause of this contract entitled "Workers' Compensation Insurance (Defense Base Act)" (FAR 52.228-03), the Contractor shall, during the period of this contract (see Section F.1), provide and maintain such workers compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires (U.S. citizens and U.S. residents who are hired in the U.S. must be covered by DBA insurance during the period they are performing outside the U.S.). Pursuant to the clause of this contract entitled "Worker's Compensation Insurance (Defense Base Act)" (AIDAR 752.228-03), the Contractor shall obtain such coverage from A.I.D.'s current insurance carrier for such insurance. This insurance carrier is CIGNA Corporation, Inc. The CIGNA Coordinator for this DBA program is Wright & Co.; 1400 I Street, N.W.; Washington, D.C. 20005; telex 440508; telephone (202)289-0200, or (800)424-9801 outside the Washington area (toll-free). The costs of DBA insurance are allowable as a direct cost to this contract.

e. Workers' Compensation and War-Hazard Insurance

If the requirement for Defense Base Act insurance is waived for any employee or consultant of the Contractor (see Section J.15.), the Contractor shall, pursuant to paragraph (a) of the clause of this contract entitled "Workers' Compensation and War-Hazard Insurance Overseas" (FAR 52.228-04), provide at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees or consultants are nationals may require, and shall continue to maintain it until performance is complete. The costs of such insurance are allowable as a direct cost to this contract.

f. Insurance on Private Automobiles

Pursuant to the clause of this contract entitled "Insurance - Liability to Third persons" (AIDAR 752.228-07), if the Contractor or any of its employees, consultants, or their dependents transport or cause to be transported (whether or not at contract expense) privately-owned automobiles to the Cooperating country, or if any of them purchase an automobile within the Cooperating Country, the Contractor shall, during the period of this contract (see Section F.1), ensure that all such automobiles during such ownership within the Cooperating Country will be covered by a paid-up insurance policy issued by a reliable company providing minimum coverage of \$10,000/\$20,000 for injury to persons and \$5,000 for property damage, or such other minimum coverages as may be set by the Mission Director, payable in U.S. dollars or its equivalent in the currency of the Cooperating Country. The premium costs of such insurance shall not be a reimbursable cost under this contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

g. Cargo Insurance

Pursuant to the clause of this contract entitled "Cargo Insurance" (AIDAR 752.228-09), if the Contractor ships project goods or commodities (but not household or personal effects of the Contractor's employees or consultants) on ocean vessels, the Contractor shall secure marine insurance equivalent to 110% of the CIF value of the shipment. The costs of such insurance are allowable as a direct cost to this contract.

3. EMERGENCY LOCATOR INFORMATION

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

- a. The individual's full name, home address, and telephone number.
- b. The name and number of the contract, and whether the individual is an employee or dependent.
- c. 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.
- d. The name, address, and telephone number(s) of each individual's next of kin.
- e. Any special instructions pertaining to emergency situations such as power of attorney designees or alternate contact persons.

4. PERSONNEL COMPENSATION

a. Limitations

Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with the Part 7 of Section 8 of this contract entitled "Costs Reimbursable and Logistic Support to the Contractor," and the clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-07) and other applicable provisions of this contract, but subject to the following additional specified understandings which set limits on items which otherwise might be reasonable, allocable, and allowable.

1) Approvals

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 will be certified to by the Contractor, nor may any individual salary or wage, without approval of the 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 years. There is a ceiling on reimbursable salaries and wages paid to a person employed directly under the contract of the maximum salary rate of FS-1 (or the equivalent daily rate of the maximum FS-1 salary, if compensation is not on an annual basis), unless advance written approval is given by the Contracting Officer.

2) 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.

3) 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.

THIS APPLIES TO CORE ACTIVITIES ONLY

- 4) Annual Salary Increases Annual salary increases may not exceed those provided by the Contractor's established policy and practice. With respect to employees performing work overseas under this contract, one annual salary increase of not more than 5% of the employee's base salary may, subject to the Contractor's established policy and practice, 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 of FS-1 may be granted only with the advance written approval of the Contracting Officer.
- 5) Consultants The use of consultants under this contract must be authorized in advance and in writing by both the Project Officer and the Contracting Officer. No compensation for consultants will be reimbursed unless their use under the contract has the advance written approval of the A.I.D. Project Officer; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, (1) the current compensation or the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or (2) the maximum daily salary rate of FS-1, whichever is less.
- 6) Initial Salaries The initial starting salaries of all employees (not including Home Office non-technical support personnel) whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. Subsequent salary increases shall be in accordance with paragraph 4) Annual Salary Increases, above.

NOTE 1: The daily rate of a Foreign Service Officer Class 1 (FS-1) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.
NOTE 2: Any approvals issued pursuant to paragraphs 4, 5 and 6 above shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part 3 of Section B of this contract).
NOTE 3: Home Office non-technical support services and expenses shall include: procurement, controller, legal, contracts, project control, secretarial, engineering supplies, general office supplies, telephone, standard automation support and San Francisco payroll tax on payroll incurred in San Francisco.
- 7) Work Week: Nonoverseas Employee. The work week for the Contractor's nonoverseas employees shall not be less than the established practice of the Contractor.
Overseas Employee. The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the AID Mission and the Cooperating Country associated with the work of this contract.
- b. 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 (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007)).

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6. PROCUREMENT AND SUBCONTRACTING

A.I.D. has eligibility rules concerning goods and commodities, commodity-related services, and suppliers of goods and services (other than commodity-related services). These rules are set forth in A.I.D. Handbook 1, Supplement B, which, as amended from time to time, is incorporated by reference as a part of this contract (see the clause of this contract entitled "Source and Nationality Requirements" (AIDAR 752.7004)). For the purposes of this contract, the following applies:

a. Authorized Geographic Code

1) Unless otherwise provided, the Authorized Geographic Code for procurement of goods and services hereunder shall be "000", i.e., U.S. only. The Authorized Geographic Code for nationality of suppliers shall be "000", i.e., U.S. only. This nationality provision does not apply to the employees of contractors and subcontractors, but all contractor and subcontractor employees engaged in providing services under this contract must be citizens of countries included in Geographic Code 935, or non-U.S. citizens lawfully admitted for permanent residence in the United States (see also Section J of this contract, and the clause entitled "Source and Nationality Requirements" (AIDAR 752.7004)).

2) Local Cost Financing With U.S. Dollars

In the event that the Contracting Officer authorizes the Cooperating Country for procurement of goods and services pursuant to the above subparagraph 1) of this contract, the clause of this contract entitled "Local Cost Financing With U.S. Dollars" (AIDAR 752.7017) shall become applicable. Pursuant to said clause, indigenous goods and imported shelf items shall then become eligible for local cost financing in quantities specified in such waiver, and subject to the restrictions stated in said clause, the waiver, and Chapter 18 of Supplement B to A.I.D. Handbook 1, which, as may from time to time be amended, will be incorporated herein as part of this contract by reference.

3) Restricted Goods

Pursuant to the clause of this contract entitled "Source and Nationality Requirements" (AIDAR 752.7004), the following restricted goods must be specifically approved by the Contracting Officer:

Agricultural Commodities
Motor Vehicles
Pharmaceuticals
Pesticides
Rubber Compounding & Plasticizers
Used Equipment
Fertilizer

4) Nationality of Supplier

a) Suppliers of Goods and Commodities

Except as may be specified elsewhere, the suppliers of goods and commodities shall have their nationality in the United States (A.I.D. Geographic Code 000), or the Cooperating Country, except as the Contracting Officer may otherwise agree in writing.

b) Suppliers of Services (Other Than Commodity-Related Services)

Except as may be specified elsewhere, the suppliers of services (other than commodity-related services) shall have their nationality in the United States (A.I.D. Geographic Code 000), or the Cooperating Country, except as the Contracting Officer may otherwise agree in writing.

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5) Exception for Purchase/Procurement Transactions not Exceeding \$5,000

If the proposed purchase/procurement transaction does not exceed \$5,000 excluding transportation costs, all goods and commodities must have their source and origin in any Geographic Code 933 country, may not contain any components from a non-Free World country, and must meet other A.I.D. commodity eligibility requirements as set forth in subparagraph c. below.

6) Government Owned Organizations

Except as the Contracting Officer may otherwise agree in writing, a Government Owned Organization, i.e., a firm operated as a commercial company or other organizations (including nonprofit organizations other than public educational institutions) which are wholly or partially owned by governments or agencies thereof, are not eligible for A.I.D. financing hereunder.

b. Definitions

1) Source, Origin, Comproentry, and Nationality of Supplier

Source, origin, comproentry requirements, and nationality of suppliers are defined in Chapter 5 of A.I.D. Handbook 1, Supplement B, which, as may be amended from time to time, is incorporated herein as part of this contract by reference.

2) A.I.D. Geographic Codes

A.I.D. Geographic Codes are defined in Appendix D of A.I.D. Handbook 18, which, as may be amended from time to time, is incorporated herein as a part of this contract by reference (see also Section J.4 of this contract).

c. Air Travel and Transportation

Air travel and transportation shall be financed only on U.S. Flag Air Carriers (A.I.D. Geographic Code 000), unless service by such carriers is unavailable (see the clauses of this contract entitled "Preference for U.S.-Flag Air Carriers" [FAR 52.247-63] and "Source and Nationality Requirements" [AIDAR 752.7004]).

d. Approvals

All purchases of nonexpendable equipment (i.e., property which is complete in itself, does not lose its identity or become a component part of another article when put into use, is durable with an expected service life of two years or more, and which has a unit cost of more than \$500) will require approval of the Contracting Officer, except as specified in paragraphs (d), (e) and (f) below. Any approvals given pursuant to this paragraph must be within the terms of this contract, and shall not serve to change them in any way. The Contractor shall retain copies of all such approvals for audit purposes.

e. Competition in Subcontracting

The Contractor shall secure competition to the maximum practical extent, as required by the clause of this contract entitled, "Competition in Subcontracting" (FAR 52.244-05). Notwithstanding any approvals issued by the Contracting Officer pursuant to paragraphs (c) above or (e) and (f) below, the Contractor shall obtain the Contracting Officer's consent for purchases/subcontracts, if required by the clause of this contract entitled, "Subcontracts (Cost-Reimbursement and Letter Contracts)" (FAR 52.244-02). With the exception of any subcontractors identified in the Contractor's proposal (and/or best and final offer) which was accepted by A.I.D. through award of this contract, the Contractor shall compete all other subcontracting opportunities or provide the Contracting Officer with justification for the lack of competition.

THIS APPLIES TO CORE ACTIVITIES ONLY

f. Automation Equipment

In addition to the requirements of paragraph (c) above and (f) below, the Contractor must obtain the specific approval of the Contracting Officer for any purchases of automation equipment (e.g. computers, word processors, etc.), software, or related services made hereunder, if the total cost of such purchases will exceed \$100,000. The Contracting Officer must, in turn, have the concurrence of A.I.D./Washington, M/SER/IRM, before providing any such approvals.

g. Anticipated Purchases

It is anticipated that the Contractor shall purchase the following items of nonexpendable equipment
TO BE DETERMINED

Notwithstanding the foregoing, prior to purchasing any nonexpendable equipment, the Contractor shall perform an analysis of the cost of purchasing such equipment vs. the cost of leasing such equipment, and shall submit such analyses to the Contracting Officer, together with the request to lease or purchase. The Contracting Officer must approve each purchase or lease.

h. Government Property

With respect to nonexpendable equipment purchased by the Contractor hereunder, the Contractor shall comply with all requirements of the clauses of this contract entitled "Government Property (Cost Reimbursement, Time and Material, or Labor-Hour Contracts)" (FAR 52.245-05) and "Government Property -- A.I.D. Reporting Requirements" (AIDAR 752.245-70).

i. Small Business and Small Disadvantaged Business Subcontracting

The Contractor shall comply with the requirements of the clauses of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" (FAR 52.219-08 and AIDAR 752.219-08) and, if applicable, "Small Business and Small Disadvantaged Business Subcontracting Plan" (FAR 52.219-09). With respect to the latter clause, reporting requirements are specified in Section B. of this contract.

7. LANGUAGE REQUIREMENTS

- a. Language requirements for individuals performing overseas shall be specified in the contract modification or order which authorizes the activity, or shall be provided to the Contractor by the cognizant A.I.D. Project Officer pursuant to Section F.3. of this contract.
- b. A.I.D. reserves the right to test proposed individuals to ensure that they have the required language capability. In the event that the individual(s) possess(es) the required language capability, expenses for language testing shall be an allowable charge to this contract. However, if the individual(s) do(es) not have the required language capability, expenses for language testing for such individual(s) shall be borne by the Contractor (see also Section J.3 of this contract).

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8. ORDINARY COURSE OF BUSINESS

With respect to the clauses of this contract entitled, "Allowable Cost and Payment" (FAR 52.216-07) and "Documentation for Payment" (AIDAR 752.7003), it is understood and agreed that the Contractor may, in some circumstances, invoice and be paid for recorded costs for items or services purchased directly for this contract, even though the contractor has not yet paid for those items or services; provided, that such costs are paid in the ordinary course of business. "The ordinary course of business" is defined in accordance with the principles established by the Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), i.e. within 30 days after the Contractor's receipt of payment from A.I.D. for such costs. In those instances where the Contractor properly invoices and is paid for recorded costs which have not yet been paid by the Contractor, the Contractor agrees to pay all such costs, and especially employee compensation, consultants, subcontractors, suppliers, support of participants, and costs incurred in the Cooperating Country, in the ordinary course of business. Failure to do so may be considered nonperformance by the Contractor.

9. TRAVEL EXPENSES

- a. Notwithstanding any other provision of this contract, if any of the personnel utilized hereunder are discharged by the Contractor for misconduct or inexcusable nonperformance, travel and transportation costs associated with the assignment of substitute personnel therefore shall not be an allowable cost under this contract.
- b. Misconduct shall be defined as the deliberate and/or repeated disregard for the laws and regulations of the Cooperating Country or of A.I.D., the continued existence of conflict of interest after advice that such conflict exists, or general behavior undermining a professional serving as a part of the U.S. foreign assistance program (see also the clause of this contract entitled, "Personnel" (AIDAR 752.7027)).
- c. Inexcusable nonperformance shall be defined as unauthorized absences or failure to undertake and/or complete assigned tasks which are within the scope of this contract, when such absences or failures are within the control of the individual.

10. SUBMISSION OF COMPLETION VOUCHER

The clause of this contract entitled "Allowable Cost and Payment" (FAR 52.216-7) provides in paragraph (h)(1) that "The contractor shall submit a completion invoice or voucher, designated as such, promptly [emphasis added] upon completion of the work...". The term "promptly" is not defined in the clause. In order to avoid ambiguity, and to insure expeditious closeout of completed contracts, the term "promptly" is defined as 60 days from the actual completion date of the contract, unless otherwise approved in writing by the Contracting Officer. The contractor will have up to one (1) year after completion of the contract effort, (or longer, as the Contracting Officer may approve in writing) or until mutually acceptable final release has been signed, to submit a revised completion voucher, should circumstances warrant. Upon receipt of the final voucher, the Contracting Officer shall begin actions necessary to properly close the contract. Processing of the final voucher for payment shall not begin until compliance by the contractor with all terms and conditions of the contract.

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11. ORGANIZATIONAL CONFLICTS OF INTEREST

It is understood and agreed that some of the activities proposed hereunder may place the Contractor (or its personnel or its subcontractors or their personnel) in the position of having an organizational conflict of interest, i.e., because of other activities or relationships with other persons, (a) the Contractor (or its personnel or its subcontractors or their personnel) is unable or potentially unable to render impartial assistance or advice; or (b) the Contractor's (or its personnel's or its subcontractors' or their personnel's) objectivity in performing the contract activity is or might be impaired; or (c) the Contractor or its personnel or its subcontractors or their personnel) may receive an unfair competitive advantage. To preclude or mitigate any potential conflicts of interest, the Contractor agrees not to undertake any activity which may result in an organizational conflict of interest (further discussion of organizational conflicts of interest may be found in FAR 9.5) without first notifying the Contracting Officer of such potential conflict of interest (see Section J.17. of this contract) and receiving the Contracting Officer's approval to undertake such activities. The Contracting Officer's approval to undertake such activities may be based on the Contracting Officer's determination that an organizational conflict of interest was identified in the Contractor's proposal for the delivery order). The Contracting Officer's approval to undertake such activities may be based on the Contracting Officer's determination that an organizational conflict of interest does not exist, or may be conditioned on the placement by the Contracting Officer and acceptance by the Contractor of restrictions on the Contractor's (or its personnel's or its subcontractors' or their Personnel's) future activities, as permitted by FAR 9.5. If it is discovered that the Contractor (or its or its subcontractors' personnel) engaged in any activities which constitute an organizational conflict of interest without having first obtained the Contracting Officer's approval to undertake such activities, restrictions, as permitted by FAR 9.5 on the Contractor's (and its or its subcontractors' personnel's) future activities may be placed unilaterally by the Contracting Officer, and other remedies (including termination for default and those permitted by the clause of this contract entitled "Price of Fee Adjustment for Illegal or Improper Activity" (FAR 52.203-10) for violations of the Section 27 of the Federal Procurement Policy Act [41 U.S.C. 423], as amended by Section 814 of Pub. L. 101-189), may be taken by A.I.D. If it is discovered that the Contractor (or its personnel or its subcontractors or their personnel) engaged in any activities in violation of the restrictions placed by the Contracting Officer on the Contractor's (or its or its subcontractor's personnel's) future activities, other remedies (including termination for default and those permitted by the clause of this contract entitled "Price of Fee Adjustment for Illegal or Improper Activity" (FAR 52.203-10) for violations of the 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), may be taken by A.I.D. Nothing in this provision precludes the application of any other remedies available to A.I.D. by law, regulation, or other provisions of this contract.

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12. PROCUREMENT INTEGRITY

It is understood and agreed that some of the contract activities proposed hereunder may require that the Contractor (or its personnel or its subcontractors or their personnel serve as Procurement Officials (as defined in FAR 3.104-4(D)) and as determined by the Contracting Officer) and/or having access to or developing proprietary or source selection information for, and during the conduct of, another procurement toward which the work under the proposed activity would be directed. In order to serve as a Procurement Official or to have access to proprietary or source selection information, neither the Contractor, nor any of its or its subcontractors or their personnel who serve as Procurement Officials or who have access to proprietary or source selection information, may be a "competing contractor" (as defined in FAR 3.104-4(B)), i.e., if the Contractor (or its personnel or its subcontractors or their personnel) is, or is reasonably likely to become, a competitor for, or the recipient of, a contract of subcontract under the procurement for which they are serving as Procurement Officials or have access to proprietary or source selection information while performing the proposed activity). Thus, engaging in the activity would foreclose the opportunity for the Contractor (or its personnel or its subcontractors or their personnel) to be a "competing contractor" on that other procurement, and appropriate restrictions on future participation in that other procurement would be imposed. In addition, if the Contractor, or any of its or its subcontractors' personnel do serve as Procurement Officials or do have access to proprietary or source selection information, they will be subject to Sections 27(a), (b), and (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub.L. 101-189, and as implemented in FAR 3.104. As a precondition to serving as a Procurement Official or having access to proprietary or source selection information, each such individual will be required to submit the Procurement Integrity Certification for Procurement Officials, set forth in Section J.9. of this contract (see the clause of this contract entitled "Procurement Integrity - Service Contracting" FAR 52.203-13). Neither the Contractor nor any of its or its subcontractors or their personnel who serve as Procurement Officials or who have access to proprietary or source selection information may disclose such information to any unauthorized person. Violations of Sections 27(a), (b), or (d) of the Office of Federal Procurement Policy Act (41 U.S.C. 423), as amended by Section 814 of Pub. L. 101-189, and as implemented in FAR 3.104, by the Contractor or any of its or its subcontractors' personnel may result in contractual, civil, and/or criminal penalties as permitted by law (see also the clause of this contract entitled "Price or Fee Adjustment for Illegal or Improper Activity" FAR 52.203-10). Nothing in this provision precludes the application of any other remedies available to A.I.D. by law, regulation, or other provisions of this contract.

13. CONTRACTOR ENTITIES

Contractor represents that it is a separate legal entity acting solely for its own account. Certain of the services required hereunder may be authorized by Contractor for performance by employees of Contractor related entities and the Contractor guarantees compliance with the provisions of this Contract by such related entities. Contractor affirms that employees of Contractor's related entities shall be bound by the limitations of Provision H.4. PERSONNEL COMPENSATION. Any such authorization shall not be considered to be a subcontract within the meaning of FAR 52.244-02 and FAR 52.244-05 and Provision H.6.

14. ADVANCED APPROVAL FOR HOME OFFICE NON-TECHNICAL SUPPORT PERSONNEL

The Cognizant A.I.D. Project Officer and the Contracting Officer approve in advance as allowable costs the labor and associated costs of Home Office non-technical support personnel who perform on this cost reimbursable-type contract which may include the preparation of Cost/Management and Technical proposals required under the companion requirements-type contract to the extent that such costs are not incorporated in indirect costs such as overhead, G & A, etc., that are charged against this contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

SECTION I

CONTRACT CLAUSES

1. The following Federal Acquisition Regulation (48 CFR Chapter 1) and AID Acquisition Regulation (48 CFR Chapter 7) clauses apply to this contract.

52.252-02 - Clauses Incorporated by Reference (JUN 1988)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

52.202-01	Definitions (APR 1984)
52.203-01	Officials Not to Benefit (APR 1984)
52.203-03	Gratuitie. (APR 1984)
52.203-05	Covenant Against Contingent Fees (APR 1984)
52.203-06	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-07	Anti-Kickback Procedures (OCT 1985)
52.203-10	Remedies for Illegal or Improper Activity (SEP 1990)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JAN 1990)
52.203-13	Procurement Integrity - Service Contracting (SEP 1990)
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
52.212-13, and Alternate I	Stop-Work Order (JUG 1989)
52.215-01	Examination of Records by Comptroller General (APR 1984)
52.215-02	Audit-Negotiation (DEC 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1988)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.215-26	Integrity of Unit Prices (APR 1987)
52.215-30	Facilities Capital Cost of Money (SEP 1987) 1/
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987) 1/
52.215-33	Order of Precedence (JAN 1986)
52.216-07	Allowable Cost and Payment (APR 1984)
52.216-08	Fixed Fee (APR 1984) 2/
52.216-11	Cost Contract-No Fee (APR 1984) 2/
52.216-15	Predetermined Indirect Cost Rates (APR 1984) 3/
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.219-16	Liquidated Damages-Small Business Subcontracting Plan (AUG 1989)
52.220-01	Preference for Labor Surplus Area Concerns (APR 1984)
52.220-03	Utilization of Labor Surplus Area Concerns (APR 1984)
52.220-04	Labor Surplus Area Subcontracting Program (APR 1984)
52.222-02	Payment of Overtime Premiums (APR 1984)
52.222-03	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (APR 1984)

- 1/ These clauses only apply if the Contractor is a commercial (for-profit) firm.
- 2/ The clause entitled "Fixed Fee (FAR 52.216-08) applies if the Contractor is a commercial (for-profit) firm. The clause entitled "Cost Contract-No Fee" (FAR 52.216-11) applies if the Contractor is an educational institution or not-for-profit organization.
- 3/ The clause entitled "Predetermined Indirect Cost Rates" (FAR 52.216-15) applies if the Contractor is an educational institution and has approved predetermined indirect cost rates (see Section B.5. of this contract).

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52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (APR 1984)
52.222-29	Notification of Visa Denial (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.223-02	Clean Air and Water (APR 1984)
52.223-06	Drug-Free Workplace (JUL 1990)
52.225-11	Certain Communist Areas (APR 1984)
52.225-13	Restrictions on Contracting With Sanctioned Persons (MAY 1989)
52.227-01	Authorization and Consent (APR 1984)
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-03	Patent Indemnity (APR 1984)
52.227-08	Reporting of Royalties (Foreign) (APR 1984)
52.227-11	Patent Rights-Retention by the Contractor (Short Form)(JUN 1989)
52.227-14	Rights in Data - General (JUN 1987)
52.228-03	Worker's Compensation Insurance (Defense Base Act) (APR 1984)
52.228-07	Insurance-Liability to Third Persons (APR 1984)
52.229-08	Taxes-Foreign Cost-Reimbursement Contracts (MAR 1990)
52.230-03	Cost Accounting Standards (AUG 1986) <u>4/</u>
52.230-04	Administration of Cost Accounting Standards (SEP 1987) <u>4/</u>
52.230-05	Disclosure and Consistency of Cost Accounting Practices (SEP 1987) <u>4/</u>
52.232-17	Interest (APR 1984)
52.232-18	Availability of Funds (APR 1984)
52.232-22	Limitation of Funds (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (APR 1989)
52.232-28	Electronic Funds Transfer Payment Methods (APR 1989)
52.232-70	Letter of Credit Advance Payment (AUG 1984) <u>5/</u>
52.233-01 and Alternate I	Disputes (APR 1984)
52.233-03 and Alternate I	Protest After Award (AUG 1989)
52.237-03	Protest After Award (JUN 1985)
52.242-01	Continuity of Services (APR 1984)
52.243-02, Alternate II	Notice of Intent to Disallow Costs (APR 1984)
52.243-07	Changes - Cost Reimbursement (AUG 1987)
52.244-02	Notification of Changes (APR 1984)
52.244-05	Subcontracts Under Cost Reimbursement and Letter Contracts (JUL 1985)
52.245-05, Alternate I	Competition in Subcontracting (APR 1984)
52.246-03	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (JAN 1986)
52.246-05	Inspection of Supplies-Cost Reimbursement (APR 1984)
52.246-23	Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-25	Limitation of Liability (APR 1984)
	Limitation of Liability-Services (APR 1984)

4/ Applicability to be determined. The clauses entitled "Cost Accounting Standards" (FAR 52.230-03) and "Administration of Cost Accounting Standards" (FAR 52.230-04) shall apply if the Contractor is not exempt from Cost Accounting Standards (CAS) (See Section K.1.p. of the solicitation). The clause entitled "Disclosure and Consistency of Cost Accounting Practices" (FAR 52.230-05) shall apply if the Offeror is not exempt from CAS but is eligible for modified CAS coverage (See Section K.1.p. of the solicitation).

5/ Applicability to be determined. Will not apply for commercial (for-profit firms).

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52.247-01	Commercial Bill of Lading Notations (APR 1984)
52.247-63	Preference for U.S.-Flag Air Carriers (APR 1984)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
52.249-06	Termination (Cost-Reimbursement) (MAY 1986)
52.249-14	Excusable Delays (APR 1984)
52.251-01	Government Supply Sources (APR 1984)
752.202,	Definitions (JAN 1990)
Alternate 70	
752.202,	Definitions (DEC 1986)
Alternate 72	
752.203-01	Officials Not to Benefit (APR 1984)
752.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
	Worker's Compensation Insurance (Defense Base Act) (APR 1989)
752.228-03	Insurance - Liability to Third Persons (DEC 1988)
752.228-07	Government Property-A.I.D. Reporting Requirements (APR 1984)
752.245-70	Title To and Care of Property (APR 1984)
752.245-71	Biographical Data (DEC 1988)
752.7001	Travel and Transportation (JAN 1990)
752.7002	Documentation and Payment (APR 1984)
752.7003	Source and Nationality Requirements (APR 1989)
752.7004	Language, Weights, and Measures (APR 1984)
752.7005	Notices (APR 1984)
752.7006	Personnel Compensation (AUG 1984)
752.7007	Use of Government Facilities or Personnel (APR 1984)
752.7008	Marking (APR 1984)
752.7009	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7010	Orientation and Language Training (APR 1984)
752.7011	Contractor-Mission Relationships (OCT 1989) 6/
752.7013	Notice of Changes in Travel Regulations (JAN 1990)
752.7014	Use of Pouch Facilities (APR 1984)
752.7015	Local Cost Financing With U.S. Dollars (APR 1984) 7/
752.7017	Health and Accident Coverage for A.I.D. Participant Trainees (OCT 1989)
752.7018	Participant Training (APR 1984) 8/
752.7019,	

6/ In the clause entitled "Contractor - Mission Relationships" (AIDAR 752.7013), paragraph (f) of this clause is applicable only in contracts with an educational institution.

7/ See Section H.6.a.2) of this contract.

8/ Paragraphs (d) through (g) are applicable if this contract is with an educational institution.

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752.7021	Changes in Tuition and Fees (APR 1984) <u>9/</u>
752.7023	Required Visa Form for AID Participants (APR 1984)
752.7024	Withdrawal of Students (APR 1984) <u>9/</u>
752.7025	Approvals (APR 1984)
752.7026	Reports (OCT 1989)
752.7027, Alternate 71	Personnel (APR 1984)
752.7028	Differentials and Allowances (DEC 1988)
752.7029	Post Privileges (APR 1984)
752.7030	Inspection Trips by Contractor's Officers and Executives (APR 1984) <u>10/</u>
752.7031	Leave and Holidays (OCT 1989) <u>11/</u>
752.7032	International Travel Approval and Notification Requirements (JAN 1990)

2. 52.252-04 - Alterations in Contract (APR 1984)

Portions of this contract are altered as follows:

- a. If the Contractor is an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.3...".
- b. If the Contractor is a not-for-profit organization, other than an educational institution, in the clause entitled "Allowable Cost and Payment" (FAR 52.216-07), delete "...Subpart 31.2...", and in lieu thereof, substitute "...Subpart 31.7...".
- c. In the clause entitled "Option to Extend Services" (FAR 52.217-08), insert "10 working days" in th blank.
- d. The following is added to Clause 52.219-08 entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)" in accordance with AIDAR 752.219-08:

"AID small business provision. To permit AID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment, supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Office of Small and Disadvantaged Business Utilization (PRE/SDB), AID, Washington, D. C. 20523, at least 45 days prior to placing any order in excess of five thousand dollars (\$5,000), except where a shorter time is requested of, and granted by PRE/SDB:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained."

9/ Applies if the Contractor is an educational institution.

10/ Applies if the Contractor is an educational institution (as defined in AIDAR 715.613-70(b)).

THIS APPLIES TO CORE ACTIVITIES ONLY

- e. In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-02), insert "zero" in the blank in paragraph (e).
- f. If the clause entitled "Cargo Insurance" (FAR 52.228-09) applies, insert "\$ _____" and "\$ _____" in the blanks in paragraph (a), and "A.I.B." in the blanks in paragraphs (b) and (c).
- g. In the clause entitled "Taxes - Foreign Cost Reimbursement Contracts (FAR 52.229-08), insert "the Cooperating Country" and "the Cooperating Country", respectively, in the blanks.
- h. In the clause entitled "Notification of Changes" (FAR 52.243-07), insert "7 days" in the blank in paragraph (b).
- i. The following is inserted preceding the text of Clause 52.245-05 entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts) (APR 1984)" in accordance with AIDAR 752.245-70:

"The term 'Government furnished property' wherever it may appear in the following clause, shall mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term 'government property', wherever it may appear in the following clause, shall mean government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500."

- j. The following is inserted following the text of Clause 52.245-05 entitled "Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contracts)(APR 1984)" in accordance with AIDAR 752.245-70:

"Reporting Requirements: The contractor will submit an annual report on all non-expendable property in a form and manner acceptable to AID substantially as follows:

THIS APPLIES TO CORE ACTIVITIES ONLY

ANNUAL REPORT OF GOVERNMENT PROPERTY
IN CONTRACTOR'S CUSTODY

(Name of Contractor)

As of (End of Contract Year), 19__

Motor vehicles	Furniture and furnishings -- Office Living quarters	Other nonexpendable property
-------------------	--	------------------------------------

A. Value of property as of last report.

B. Transactions during this reporting period.

1. Acquisitions (add):
 - a. Purchased by contractor 1/
 - b. Transferred from AID 2/
 - c. Transferred from others without reimbursement 3/
2. Disposals (deduct):
 - a. Returned to AID
 - b. Transferred to AID-Contractor Purchased
 - c. Transferred to other Government agencies 3/
 - d. Other disposals 3/

C. Value of property as of reporting date.

D. Estimated average age of contractor-held property.

Years	Years	Years	Years
-------	-------	-------	-------

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is

Authorized Signature:

1/ Property which is complete in itself, does not lose its identity of become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

2/ Government furnished property listed in this Contract as non-expendable.

3/ Explain if transactions were not processed through or otherwise authorized by AID.

THIS APPLIES TO CORE ACTIVITIES ONLY

3. 52.219-09 Small Business and Small Disadvantaged Business Subcontracting Plan (FEB 1990)

- a. This clause does not apply to small business concerns.
- b. "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.
- c. The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, which separately addresses subcontracting with small business concerns and small disadvantaged business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business concerns and with small disadvantaged business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.
- d. The offeror's subcontracting plan shall include the following:
 - 1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business concerns and small disadvantaged business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.
 - 2) A statement of--
 - i) Total dollars planned to be subcontracted;
 - ii) Total dollars planned to be subcontracted to small business concerns; and
 - iii) Total dollars planned to be subcontracted to small disadvantaged business concerns.
 - 3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to:
 - i) small business concerns; and
 - ii) small disadvantaged business concerns.
 - 4) A description of the method used to develop the subcontracting goals in 1) above.
 - 5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Automated Source System (PASS) of the Small Business Administration, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small and small disadvantaged business concerns trade associations).
 - 6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns and (ii) small disadvantaged business concerns.

THIS APPLIES TO CORE ACTIVITIES ONLY

- 7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.
- 8) A description of the efforts the offeror will make to assure that small business concerns and small disadvantaged business concerns have an equitable opportunity to compete for subcontracts.
- 9) Assurances that the offeror will include the clause in this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility), to adopt a plan similar to the plan agreed to by the offeror.
- 10) Assurances that the offeror will:
 - i) cooperate in any studies or surveys as may be required,
 - ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan,
 - iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms, and
 - iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.
- 11) A recitation of the types of records the offeror will maintain to demonstrate procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of its efforts to locate small and small disadvantaged business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
 - i) Source lists, guides, and other data that identify small and small disadvantaged business concerns.
 - ii) Organizations contacted in an attempt to locate sources that are small or small disadvantaged business concerns.
 - iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating:
 - (A) whether small business concerns were solicited and if not, why not,
 - (B) whether small disadvantaged business concerns were solicited and if not, why not, and
 - (C) if applicable, the reason award was not made to a small business concern.
 - iv) Records of any outreach efforts to contact
 - (A) trade associations,
 - (B) business development organizations, and
 - (C) conferences and trade fairs to locate small and small disadvantaged business sources.
 - v) Records of internal guidance and encouragement provided to buyers through:
 - (A) workshops, seminars, training, etc., and
 - (B) monitoring performance to evaluate compliance with the program's requirements.
 - vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, include the name, address, and business size of each subcontractor. Contractors having company or division-wide annual plans need not comply with this requirement.

THIS APPLIES TO CORE ACTIVITIES ONLY

- e. In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- 1) Assist small business and small disadvantaged business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business and small disadvantaged subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - 2) Provide adequate and timely consideration of the potentialities of small business and small disadvantaged business concerns in all "make-or-buy" decisions.
 - 3) Counsel and discuss subcontracting opportunities with representatives of small and small disadvantaged business firms.
 - 4) Provide notice to subcontractors, similar to that in the solicitation provision at 52.219-1, concerning penalties for misrepresentations of business status as small business or small disadvantaged business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- f. A master subcontracting plan on a plant or division-wide basis which contains all the elements required by d. above, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror provides copies of the approved master plan and evidence of its approval to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- g. 1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.
- 2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.
 - 3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.
- h. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- i. The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

4. 752.226-2 SUBCONTRACTING WITH DISADVANTAGED ENTERPRISES (JULY 1990)

Note: This clause does not apply to prime contractors that qualify as disadvantaged enterprises as described below.

- (a) Not less than ten (10) percent of the dollar value of this contract must be subcontracted to disadvantaged enterprises as described in paragraph (b) of this clause.
- (b) "Disadvantaged enterprises" means U.S. organizations or individuals that are: (1) business concerns (as defined in FAR 19.001) owned and controlled by socially and economically disadvantaged individuals; (2) institutions designated by the Secretary of Education, pursuant to 34 CFR 608.2, as historically black colleges and universities; (3) colleges and universities having a student body in which more than 40 percent of the students are Hispanic American; or (4) private voluntary organizations which are controlled by individuals who are socially and economically disadvantaged.

"Controlled by socially and economically disadvantaged individuals" means management and daily business are controlled by one or more such individuals

"Owned by socially and economically disadvantaged individuals" means at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock owned by one or more socially and economically disadvantaged individuals and (2) has its management and daily business controlled by one or more such individuals.

"Socially and economically disadvantaged individuals" means individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities. Any individual who certifies that he or she is a Black American, Hispanic American, Native American (as defined in FAR 19.001), Asian-Pacific American (as defined in FAR 19.001), Subcontinent-Asian American (as defined in FAR 19.001), or a woman shall be presumed to be a socially disadvantaged individual.

"Economically disadvantaged individuals" means socially disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others who are not socially disadvantaged. An individual shall not be considered an economically disadvantaged individual if his or her personal residence and his or her personal net worth exceeds \$750,000, excluding the equity in his or her primary personal residence and his or her ownership interest in the disadvantaged enterprise in question.

- (c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a disadvantaged enterprise

5. 52.203-09 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (SEP 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.

THIS APPLIES TO CORE ACTIVITIES ONLY

(c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY-MODIFICATION (SEP 1990)

(1) I, [Name of certifier] as the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I further certify that to the best of my knowledge and belief, each officer, employee, agent, representative, and consultant of [Name of Offeror] who has participated personally and substantially in the preparation or submission of this proposal has certified that he or she is familiar with, and will comply with, the requirements of subsection 27(a) of the Act, as implemented in the FAR, and will report immediately to me any information concerning a violation or possible violation of subsections 27(a), (b), (d) or (f) of the Act, as implemented in the FAR, pertaining to this procurement.

(3) Violations or possible violations: (Continue on plain bond paper if necessary and label Certificate of Procurement Integrity-Modification (Continuation Sheet). ENTER "NONE" IF NONE EXISTS)

[Signature of the officer or employee responsible for the modification proposal and date]
[Typed name of the officer or employee responsible for the modification proposal]

* The Act became effective on December 1, 1990.
THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.
(End of certification)

(d) In making the certification in paragraph (2) of the certificate, the officer or employee of the competing Contractor responsible for the offer or bid, may rely upon a one-time certification from each individual required to submit a certification to the competing Contractor, supplemented by periodic training. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

(e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.
(End of clause)

6. 52.217-05 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

THIS APPLIES TO CORE ACTIVITIES ONLY

7. 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond July 31, 1992. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond July 31, 1992, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Section 5
Indirect Cost Rates - Revised Best and Final

Fiscal Year 1991 Ceiling Rates

Company	Engineering			Construction			G&A		
	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate
Bechtel Petroleum, Chemical and Industrial Company	37.13	1.0	37.13	42.42	1.0	42.42			
Bechtel Civil Company	50.51	1.0	50.51	48.39	1.0	48.39	11.78	1.0	11.78
Bechtel National, Inc. Engineering Rate:				38.13	1.0	38.13	10.11	1.0	10.11
Design	33.17	1.0	33.17						
Field	33.87	1.0	33.87						
Bechtel Power Corporation	37.03	1.0	37.03	32.60	1.0	32.60			
Research and Development	87.14	1.0	87.14	38.98	1.0	38.98	17.27	1.0	17.27
Procurement Rate	20.64	1.0	20.64						

Base Rate includes cost of money when applicable

ATTACHMENT A
Contract No.
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Section 5
Indirect Cost Rates - Revised Best and Final

Fiscal Year 1992 Ceiling Rates

Company	Engineering			Construction			G&A		
	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate
Bechtel Petroleum, Chemical and Industrial Company	37.13	1.03	38.24	42.42	1.03	43.69			
Bechtel Civil Company	50.51	1.03	52.03	48.39	1.03	49.84	11.78	1.03	12.13
Bechtel National, Inc. Engineering Rate:				38.13	1.03	39.27	10.11	1.03	10.41
Design	33.17	1.03	34.17						
Field	33.87	1.03	34.89						
Bechtel Power Corporation	37.03	1.03	38.14	32.60	1.03	33.58			
Research and Development	87.14	1.03	89.75	38.98	1.03	40.15	17.27	1.03	17.79
Procurement Rate	20.64	1.03	21.26						

ATTACHMENT A
Contract No.
DHR-5741-C-00-1061-00

Base Rate includes cost of money when applicable

BECHTEL CORPORATION
Core Activities

Section 5
Indirect Cost Rates - Revised Best and Final

Fiscal Year 1993 Ceiling Rates

Company	Engineering			Construction			G&A		
	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate
Bechtel Petroleum, Chemical and Industrial Company	38.24	1.03	39.39	43.69	1.03	45.00			
Bechtel Civil Company	52.03	1.03	53.59	49.84	1.03	51.34	11.78	1.03	12.13
Bechtel National, Inc.				39.27	1.03	40.45	10.11	1.03	10.41
Engineering Rate:									
Design	34.17	1.03	35.20						
Field	34.89	1.03	35.94						
Bechtel Power Corporation	38.14	1.03	39.28	33.58	1.03	34.39			
Research and Development	89.75	1.03	92.44	40.15	1.03	41.35	17.27	1.03	17.79
Procurement Rate	21.26	1.03	21.90						

ATTACHMENT A
Contract No.
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Base Rate includes cost of money when applicable

Section 5
Indirect Cost Rates - Revised Best and Final

Fiscal Year 1994 Ceiling Rates

Company	Engineering			Construction			G&A		
	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate
Bechtel Petroleum, Chemical and Industrial Company	39.39	1.03	40.57	45.00	1.03	46.35			
Bechtel Civil Company	53.59	1.03	55.20	51.34	1.03	57.88	12.13	1.03	12.49
Bechtel National, Inc.				40.45	1.03	41.66	10.41	1.03	10.72
Engineering Rate:									
Design	35.20	1.03	36.26						
Field	35.94	1.03	37.02						
Bechtel Power Corporation	39.28	1.03	40.46	34.89	1.03	35.94			
Research and Development	92.44	1.03	95.21	41.35	1.03	42.59	17.79	1.03	18.32
Procurement Rate	21.90	1.03	22.56						

ATTACHMENT A
Contract No.
DHR-5741-C-00-1061-00

Base Rate includes cost of money when applicable

Section 5
Indirect Cost Rates - Revised Best and Final

Fiscal Year 1995 Ceiling Rates

Company	Engineering			Construction			G&A		
	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate
Bechtel Petroleum, Chemical and Industrial Company	40.57	1.03	41.79	46.35	1.03	47.74			
Bechtel Civil Company	55.20	1.03	56.86	57.88	1.03	59.62	12.49	1.03	12.86
Bechtel National, Inc.				41.66	1.03	42.91	10.72	1.03	11.04
Engineering Rate:									
Design	36.26	1.03	37.35						
Field	37.02	1.03	38.13						
Bechtel Power Corporation	40.46	1.03	41.67	35.94	1.03	37.02			
Research and Development	95.21	1.03	98.07	42.59	1.03	43.87	18.32	1.03	18.87
Procurement Rate	22.56	1.03	23.24						

ATTACHMENT A
Contract No.
DHR-5741-C-00-1061-00

Base Rate includes cost of money when applicable

Section 5
Indirect Cost Rates - Revised Best and Final

Company	Engineering			Construction			G&A		
	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate	Base Rate	Adjustment Factor	Ceiling Rate
Bechtel Petroleum, Chemical and Industrial Company	41.79	1.03	43.04	47.74	1.03	49.17			
Bechtel Civil Company	56.86	1.03	58.57	59.62	1.03	61.41	12.86	1.03	13.25
Bechtel National, Inc.				42.91	1.03	44.20	11.04	1.03	11.37
Engineering Rate:									
Design	37.35	1.03	38.47						
Field	38.13	1.03	39.27						
Bechtel Power Corporation	41.67	1.03	42.92	37.02	1.03	38.13			
Research and Development	98.07	1.03	101.01	43.87	1.03	45.19	18.87	1.03	19.44
Procurement Rate	23.24	1.03	23.94						

Base Rate includes cost of money when applicable

ATTACHMENT A
 Contract No.
 DBR-5741-C-00-1061-00

Attachment 2: ETIP Reports Cover Page Format

Report No. _____

A Report of the
Office of Energy
Bureau for Science and Technology
United States Agency for International Development

REPORT TITLE

Prepared by:

XXXXXXXXXXXXX
XXXXXXXXXXXXX

Project Title and Number
Contractor Name
Contract Number

Date

Attachment 2: One-page description of the Office of Energy (This document should be on one page only.)

The Office of Energy

The Agency for International Development's Office of Energy plays an increasingly important role in providing innovative approaches to solving the continuing energy crisis in developing countries. Three problems drive the Office's assistance programs: high rates of energy and economic growth accompanied by a lack of energy supply, especially electric power in rural areas; severe financial problems, including a lack of investment capital, especially in the electricity sector; and growing energy-related environmental threats, including global climate change, acid rain, and urban air pollution.

To address these problems, the Office of Energy leverages financial resources of multilateral development banks such as The World Bank and the InterAmerican Development Bank, the private sector, and bilateral donors to increase energy efficiency and expand energy supplies, enhance the role of private power, and implement novel approaches through research, adaptation, and innovation. These approaches include improving power sector investment planning ("least-cost" planning) and encouraging the application of cleaner technologies using conventional fossil fuels and renewable energy sources. Promotion of greater private sector participation in the power sector and a range of training programs also help to build the institutional infrastructure necessary to sustain cost-effective, reliable, and environmentally-sound energy systems key to economic growth.

Much of the Office's strategic focus has anticipated and supports recently-enacted congressional legislation directing the Office and A.I.D. to undertake a "Global Warming Initiative" to mitigate the increasing contribution of key developing countries to greenhouse gas emissions. This strategy includes expanding least-cost planning activities to incorporate additional countries and environmental concerns, increasing support for feasibility studies in renewable and cleaner fossil energy technologies that focus on site-specific commercial applications, launching a multilateral global energy efficiency initiative, and improving the training of host country nationals and overseas A.I.D. staff in areas of energy that can help to reduce expected global warming and other environmental problems.

To pursue these activities, the Office of Energy implements the following seven projects: (1) The Energy Policy Development and Conservation Project (EPDAC); (2) The Biomass Energy Systems and Technology Project (BEST); (3) The Renewable Energy Applications and Training Project (REAT); (4) The Private Sector Energy Development Project (PSED); (5) The Energy Training Project (ETP); (6) The Conventional Energy Technical Assistance Project (CETA); and (7) the Energy Technology Innovation Project (ETIP).

The Office of Energy helps set energy policy direction for the Agency, making its projects available to meet generic needs, and responding to short-term needs of A.I.D.'s field offices in assisted countries. Further information on the Office of Energy's projects and activities is available in our Program Plan, which can be requested by contacting: Office of Energy, Bureau for Science and Technology, U.S. Agency for International Development, Room 508/SA-18, Washington, D.C. 20523-1810 (Telephone 703-875-4052).

Attachment 20: Certified Financial Report Format

Invoice #
For Period: (Dates)

Contract No.: _____

<u>ITEM</u>	<u>Contract Budget</u>	<u>Amount This Invoice</u>	<u>Invoiced to Date</u>	<u>Amount Remaining</u>
1. Salaries: Employee # days at Rate				
Total Salaries	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
2. Fringe (%) of (1)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
3. Overhead (%) of (1+2)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
4. Direct Costs:				
(a) Miscellaneous Direct Costs				
(b) Consultants: Name # days at Rate				
Subtotal (b)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
(c) Travel	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
Total Direct Costs	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
5. Subtotal Salaries, Fringe, Overhead, DCs	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
6. G&A (%)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
7. Subtotal (5)+(6)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
8. Fee (%) of (7)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX
9. Total Cost (7) + (8)	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX	XXXXXXXXXX

Preparer's Signature _____

AID 1350-1 (3-87)	AGENCY FOR INTERNATIONAL DEVELOPMENT	1. Cooperating Country Worldwide	Page 1 of _____ Pages
		2. PIO/T No. 1361237	3. <input type="checkbox"/> Original or Amendment No. _____
		4. Project/Activity No. and Title 936-5741 DOC # G2S1 Energy Technology Innovation	
PROJECT IMPLEMENTATION ORDER/TECHNICAL SERVICES			

DISTRIBUTION Date Posted: <u>3-14-91</u> PFM/EM/A/PNP FONDS RESERVED BY: <i>R Anderson</i>	5. Appropriation Symbol 72-111021.6		6. Budget Plan Code (146-36-099-01-20-11) DDSA-91-13600-IG11			
	7. Obligation Status <input checked="" type="checkbox"/> Administrative Reservation <input type="checkbox"/> Implementing Document		8. Project Assistance Completion Date (Mo., Day, Yr.) 9/30/99			
	9. Authorized Agent MS/OP/W/R		10. This PIO/T is in full conformance with PRO/AG No. PAF signed S&T/EY Date 4/23/90			
	11a. Type of Action and Governing AID Handbook <input checked="" type="checkbox"/> AID Contract (HB 14) <input type="checkbox"/> AID Grant or Cooperative Agreement (HB 13) <input type="checkbox"/> PASA/RSSA (HB 12) <input type="checkbox"/> Other		11b. Contract/Grant/Cooperative Agreement/PASA/RSSA Reference Number (If this is an Amendment)			
	12. Estimated Financing (A detailed budget in support of column (2) is attached as Attachment No. _____)					
	Maximum AID Financing Available	A. Dollars	(1) Previous Total	(2) Increase	(3) Decrease	(4) Total to Date
		B. U.S.-Owned Local Currency		913,000		913,000
	14A. Instructions to Authorized Agent The \$913,000 in this PIO/T is for funding of RFP W/R 91-001. Period of Performance: June 1, 1991 - May 31, 1992					
	14B. Address of Voucher Paying Office Agency for International Development Room 700, SA-2, Fm/COMPD/DCB Washington, D.C. 20523					

15. Clearances—Include typed name, office symbol, telephone number and date for all clearances.					
A. The Project Officer certifies that the specifications in the statement of work or program description are technically adequate.		F. Line No. 2-4052		B. The statement of work or program description lies within the purview of the initiating office and approved agency programs.	
<i>S. Schweitzer</i> S&T/EY, Sam Schweitzer		Date 3/14/91		<i>James B. Sullivan</i> S&T/EY, James B. Sullivan	
C. <i>Shirley A. Toth</i> S&T/EY, Shirley A. Toth		Date 3-8-91		D. Funds for the services requested are available	
E. <i>Garland Standrod</i> S&T/PO, Garland Standrod		Date 3/14/91		PFM/EM/A/PNP, Rose Anderson	
16. For the Cooperating Country: The terms and conditions set forth herein are hereby agreed to			17. For the Agency for International Development		
Signature _____ Date _____			Signature <i>Elizabeth P. Roche</i> Date 3/14/91		
Title _____			Title Ch, Program Division, S&T/PO		

*See HB 3, Sup. A, App. C, Att B. for preparation instructions. Note: The completed form contains sensitive information whose unauthorized disclosure may subject

OFFICE OF FINANCIAL MANAGEMENT