

PD-ABT-330
152 81036

AWARD/CONTRACT		1. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING	PAGE OF PAGES
2. CONTRACT (Proc. Inst. Ident.) NO. 3-89-1-4742		3. EFFECTIVE DATE 30 September 1989	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Section G	

5. ISSUED BY U.S. Small Business Administration Washington District Office 111-18th Street, N.W., 6th Floor P.O. Box 19993 Washington, D.C. 20036		6. ADMINISTERED BY (If other than Item 5)
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7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) International Development and Energy Associates, Inc. 1111- 14th Street, N.W., Suite 802 Washington, D.C. 20005		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. DUNS No.: 120833587 TIN : 54-1181126	10. SUBMIT INVOICES (4 copies unless other wise specified) TO THE ADDRESS SHOWN IN: ITEM See Block 1
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11. SHIP TO/MARK FOR See Schedule	12. PAYMENT WILL BE MADE BY Agency for International Development PFM/FM/PADE, Room 700, SA-2 Washington, D.C. 20523
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13. THIS ACQUISITION WAS. (Check appl. box(es)) A ADVERTISED B. NEGOTIATED PURSUANT TO: <input type="checkbox"/> 10 USC 2304(a)() <input checked="" type="checkbox"/> 41 USC 257(c)()	14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Service in support of Power Sector Planning Environment and Efficiency				

15G. TOTAL AMOUNT OF CONTRACT **\$1,072,762**

W	SEC.	DESCRIPTION	PAGE(S)	W	SEC.	DESCRIPTION	PAGE(S)
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X	D	PACKAGING AND MARKING	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
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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 8 copies to (submit office). Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) You offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print) CURT BEECH Project Officer, International Development + Energy Associates	19B. NAME OF CONTRACTOR BY Curt Beech (Signature of person authorized to sign)	19C. DATE SIGNED 09/14/89	20A. NAME OF CONTRACTING OFFICER Barbara J. Ivory CONTRACTING OFFICER	20B. UNITED STATES OF AMERICA BY Barbara J. Ivory (Signature of Contracting Officer)	20C. DATE SIGNED 9/29/89
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52.219-12 SPECIAL 8 (a) SUBCONTRACT CONDITIONS (APR. 1984)

(a) The Small Business Administration (SBA) has entered into Contract No. DHR-5738-C-00-9074-00 with the Agency for International Development to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) IDEA hereafter referred to as subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. DHR-5738-C-00-9074-00 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility for the administration of this subcontract to the Agency for International Development with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SRA and the designated Contracting Officer of the Agency for International Development.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Agency for International Development.

SPECIAL 8 (a) CONTRACT CONDITIONS (APR. 1934)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of Section 8 (a) of the Small Business Act, as amended (15 U.S.C. 637 (a)).

(b) That in the event SBA does not award a subcontract for all or part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Delegated to the Agency for International Development the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Agency for International Development shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Agency for International Development.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

SECTION B

SERVICES AND COSTS

1. OVERVIEW

The Contractor shall provide/perform the definite quantity of services (level of effort) and submit/deliver the definite quantity of supplies (reports and other deliverables) necessary to implement the statement of work as specified herein.

2. SUPPLIES AND SERVICES

This is a Cost Plus Fixed Fee contract. 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

In accordance with A.I.D.'s project design and the Contractor's original proposal and/or best and final offer which is accepted by A.I.D. through award of this contract, the Contractor shall provide/perform 2480 total person-days of direct employee, consultant, and/or subcontract labor, as further described in Section F.4.a. of this contract.

b. Reports and Other Deliverables

The Contractor shall submit/deliver the quantities of reports and other deliverables as specified in Section F.3. of this contract.

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, if any, is \$997,762. The fixed fee, if any, is \$75,000. The total estimated cost plus fixed fee, if any, is \$1,072,762.

b. The amount of funds obligated to this contract for performance hereunder is \$995,049.98. This amount is anticipated to be sufficient through September 15, 1990. 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).

4. BUDGET

a. The following itemized core budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost, and fixed fee, if any, for providing/performing the services and submitting/delivering the reports and other deliverables specified in this contract. Without the prior written approval of the Contracting Officer, the Contractor may not exceed the total estimated cost set forth in the budget hereunder, or the obligated amount, whichever is less (see Part 3 of this Section B, above). Without the prior written approval of the cognizant A.I.D. Project Officer, the Contractor may not exceed the estimated dollar cost for any individual line item of cost shown below, or in any contract modification issued hereunder, by more than 15% of such line item, except for (2) indirect costs, which are governed by Section B.6. below; and (2) salaries and wages, and consultant fees, which may not be exceeded unless approved by the Contracting Officer.

b.

Itemized Budget

<u>Category</u>	<u>Budget Amount</u>
Salaries and Wages	\$372,892
Fringe Benefits	119,325
Overhead	26,727
Consultants	58,410
Travel, Transportation and per diem	78,176
Other Direct Costs (Includes DBA)	72,780
GEA	214,852
Office Costs	54,600
TOTAL ESTIMATED COST	\$997,762
Fixed Fee	75,000
TOTAL ESTIMATED COST PLUS FIXED FEE	\$1,072,762

NOTE: The inclusion of a dollar amount for subcontract(s) and/or consultants in the above budget does not obviate the requirements of the clause of this contract entitled "Subcontracts Under Cost-Reimbursement and Letter Contracts" (FAR 52.244-02), or Part 4(a)(5) of Section H of this contract for prior written approval by the A.I.D. official indicated therein.

The inclusion of any costs in the above budget does not obviate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by the applicable cost principles (see the clause of this contract entitled "Allowable Cost and Payment" [FAR 52.216-07]), nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this contract or in a modification or order issued hereunder.

The foregoing budget is based on the Contractor's proposal and/or best and final offer, which was accepted by A.I.D. through award of this contract, and which is incorporated herein by reference and is made a part hereof. The Contractor's proposal and/or best and final offer may be used to substantiate negotiated agreements between the parties to this contract, but shall not supersede any terms and conditions of this contract.

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c. The Contractor agrees to furnish data which the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

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 "Determined 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:

<u>Description</u>	<u>Rate</u>	<u>Base</u>	<u>Type</u>	<u>Period</u>
Overhead (On site)	<u>5.43%</u>	<u>1/</u>	<u>1/</u>	<u>1/</u>
Fringe Benefits	<u>32.00%</u>	<u>2/</u>	<u>2/</u>	<u>2/</u>
G&A	<u>29.50%</u>	<u>3/</u>	<u>3/</u>	<u>3/</u>

1/ Base of Application: Salaries and fringe benefits
Type of Rate (Provisional): _____
Period: September 30, 1989 until amended

2/ Base of Application: Salaries
Type of Rate (Provisional): _____
Period: September 30, 1989 until amended

3/ Base of Application: Total Costs less office costs
Type of Rate (Provisional): _____
Period: September 30, 1989 until amended

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

Notwithstanding any other clause of this contract, for each of the Contractor's accounting periods during the term of this contract, the parties agree as follows:

- a. 1) The distribution base for establishment of fringe benefits rates is salaries.
 - 2) The distribution base for establishment of final overhead rates is salaries and fringe benefits.
 - 3) The distribution base for establishment of final G&A rates is total costs less office costs.
- b. The Contractor shall make no change in his established method of classifying or allocating indirect costs without the prior written approval of the Contracting Officer.

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

<u>For Accounting Period Ending</u>	<u>G&A Rate</u>	<u>Overhead On-Site</u>	<u>Fringe Benefits</u>
<u>29 September 1990</u>	<u>32.45%</u>	<u>5.97%</u>	<u>35.2%</u>
_____	___%	___%	___%
_____	___%	___%	___%
_____	___%	___%	___%

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- d. The Government shall not be obligated to pay any additional amount on account of indirect costs above the ceiling rates established herein.
- e. This advance understanding shall not change any monetary ceiling, cost limitation, or obligation established in the contract.

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 B.6.(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 and Alternate II), "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 payment office designated in Section G of this contract.

WORK STATEMENT

1. TITLE

Power Sector Planning Environment and Efficiency

2. BACKGROUND/RATIONALE

In response to recent Congressional, A.I.D and external concerns regarding shortages of adequate, reliable and affordable supplies of energy in developing countries, the Office of Energy is implementing a program to encourage development of indigenous and renewable energy resources; improve management, operations and efficiency of utility systems; minimize the environmental impacts of energy development; develop new approaches to power sector investment planning; and foster private sector participation in resolving the energy problems of A.I.D.-assisted countries. The rationale for this work is as follows:

Sustainable social and economic development in LDCs requires the availability of increasing quantities of energy from sustainable resources provided in an environmentally sound manner;

Energy conservation, improved efficiency of utility systems through improved management, planning and operation, and development of indigenous and renewable rather than imported energy resources could substantially improve the energy supply and demand situation of developing countries.

Since various stages of the energy conversion process can have negative impacts on the environment, which can seriously affect sustainable economic growth, A.I.D. needs to assess carefully the impacts of its energy activities on the environments of developing countries.

Consistent with A.I.D. policy, the Office of Energy provides incentives for the private sector to play a role in helping to improve the energy situation of developing countries, since the private sector can bring additional financial and management resources needed for rational energy development.

Introducing innovation into the LDC power sector is a major focus of the work of the Energy Office and the Energy Policy Development and Planning Project. Work to develop innovative approaches to power sector investment planning, enhance sector efficiency and environmental management, and implement price reform is currently underway and will continue in FY 1989.

The power sector strategy of the Office of Energy is designed to assist developing countries escape from the trap of escalating capital costs and deteriorating power system reliability, and to improve the efficiency and productivity of the electric power sector. The major emphasis will be on actual investment and policy decisions, and attention to implementation, as opposed to analysis conducted in isolation.

Task 1: Comprehensive Power Sector Planning

The traditional approach of power planners in the developed and developing nations was to focus almost exclusively on finding the least-cost generation mix to meet growing power demands. Projects were deemed economically and financially sound based on traditional criteria such as the internal rate of return and the optimal power generation expansion plan. The growing reality of capital constraints, however requires a fundamental restructuring of this approach. Projects meeting the traditional criteria of economic soundness now confront these new and severe constraints.

Consequently, the notion of least-cost planning is being expanded to allow symmetrical treatment of all options, not just power generation. Conventional analytic tools for investment decision-making also require major modification. For example, the Wien Automated Systems Planning (WASP) model used throughout the world for generation capacity expansion planning assumes that power demand is given. In reality, the pace and composition of electricity demand are constrained by capital and determined by national policies on electrification. Furthermore, WASP determines the optimal capacity expansion plan for a given demand forecast and a specified "loss-of-load" probability in the generation system. Yet, in many countries, outages are largely caused by distribution system failures.

The following specific outputs are required under this task.

1. Develop and assist in implementing the comprehensive power sector investment plans and planning tools for Indian State Electricity Boards and Costa Rica (work that started in FY88).
2. Provide micro-computer based tools to LDC decision-makers and A.I.D. for evaluating public and private financing options. The contractor will be expected to provide software packages for evaluating financing options and private power/cogeneration projects in a stand-alone mode, as well in a comprehensive power sector plan. These packages should be acceptable to public and private financing institutions as a basis for investment decisions.
3. Provide an approach to evaluating and managing financial, economic and environmental risk and uncertainty in power sector investment plans, in collaboration with a selected utility in a developing country.

The Office of Energy will perform these tasks in collaboration with the multilateral development banks in the Multi-Agency Group on Power Innovation (MAGPI) in order to achieve maximum leverage for its resources.

Task 2: Power Sector Innovation/Energy Efficiency Initiatives.

The USAID has a number of specific programs to foster innovation in the power sector of which the PACER program is one of the most important. PACER is six-year, \$20 million India/U.S. science and technology collaborative project. The purpose of the program is to foster innovation within the Indian electric power sector, in part through facilitating the establishment of R & D consortia which link the industrial, commercial, R & D, and the government sectors. Work focuses on advanced coal combustion technologies, renewable energy electricity technologies, and improved transmission and distribution planning and technologies. Innovation and commercialization strategies of organizations like the Electric Power Research Institute (EPRI) are directly relevant to PACER.

The following specific activities are anticipated:

1. Assist the Office of Energy in reviewing proposals submitted to the PACER program.
2. Assist the Office in the definition and implementation of energy efficiency initiatives in the power sector in developing countries, focusing on the capital savings and environmental benefits of this approach.
3. Assist the Office in technical evaluation of advanced power technologies, as well as in assessing innovation and commercialization approaches used by the Electric Power Research Institute and the Gas Research Institute and their application to the advanced developing countries.

Task 3: Energy and Environment

The Energy office requires assistance in energy policy analysis with particular reference to the environmental impacts of energy sector development in LDC's.

Specific tasks follows:

1. Develop an Agency strategy to implement environmental initiatives relating to energy production and use in A.I.D.-assisted countries, including coordinating policy with other donors and international organizations. A key task will be to assist in formulating A.I.D.'s response to global warming and providing input for the Intergovernmental Panel on Climate Change's Response Strategy working group.
2. Assist in implementing the understandings reached at the Energy Research Donors Meeting held in Paris in October 1988 regarding the Office of Energy's energy/environment strategy. Tasks will include assisting the members of the Multi-Agency Group on Power Innovation (MAGPI) in determining environmental and health impacts of energy utilization.
3. Provide policy support on implementing the Office of Energy's energy efficiency initiatives for Central America and Sub-Saharan Africa.
4. Assistance in the preparation of other documents, such as

- A. Preparing those portions of various reports requested by the Congress that are the responsibility of the Office of Energy;
- B. Preparing descriptions of Office projects as requested by interested persons inside and outside A.I.D.;
- C. Preparing policy statements for the Office on energy related issues.
- D. Responding to requests from individual members of Congress for information on energy-related matters; and
- E. Preparing materials on energy-related issues for use in A.I.D. testimony before Congress.

Task 4: Support for The Multi-Agency Group on Power Innovation (MAGPI)

During the past several years, A.I.D.'s Office of Energy has increasingly collaborated with other bilateral and multilateral donors and lenders in helping to address the need for innovative power sector approaches under growing capital and environmental constraints. To facilitate this collaboration, the Office of Energy initiated the Multi-Agency Working Group Power Sector Innovation (MAGPI), with the World Bank, the Inter-American Development Bank, the Asian Development Bank, the African Development Bank, the African Development Bank, International Finance Corporation, and the United Nations. MAGPI is made up of about 15 senior decision-makers with operational responsibilities. At present, MAGPI is restricted to bilateral and multilateral donor assistance agencies although informal ties are maintained to private sector technology institutions.

The Office of Energy works closely within the MAGPI framework to identify and develop practical projects designed to catalyze innovation in the LDC electric power sector. In many of these activities, a technical and financial partnership of R&D institutions and commercial organizations in the industrialized countries will be required to facilitate "bankable" projects.

In order to meet the objectives of the S&T/EY program plan to support MAGPI, the Office of Energy seeks assistance in researching and preparing documents for MAGPI, arranging and organizing meetings involving international participation, and establishing and using video-conferencing links with the Asian Development Bank, the African Development Bank, and other International and Multilateral organizations. Assistance in setting up and maintaining energy data bases will also be required for this task.

Task 5: Renewable Energy Project Development and Implementation

The Office of Energy seeks assistance in the identification, appraisal, evaluation and implementation of "bankable" renewable energy projects. Extensive experience in renewable energy technology evaluation, project identification, development and implementation will be required for this task as well as familiarity with the policies and procedures of public and private financing institutions.

Specific tasks follows:

1. Identify and characterize at least six site-specific "bankable" renewable energy technology/applications for preinvestment analysis with potential financing institutions,
2. Conduct prefeasibility analysis in conjunction with financing institutions and secure financing for follow-on detailed design and implementation for at least three applications.
3. Prepare guidelines on new strategies for rural power lending to be used by A.I.D. and the multilateral development banks,
4. Assist in the publication and distribution of a booklet describing successful experiences with U.S. renewable energy technologies in A.I.D. countries,
5. Assist specific country missions and developing country governments with a framework for evaluating proposals for private renewable energy projects,
6. Participate in renewable energy projects involving the Multi-Agency Working Group on Power Sector Innovation (MAGPI)
7. Assist in using video-conferencing links with the major multilateral development banks and other international financing institutions to accelerate project identification and implementation in at least three countries.

3. Reporting Requirements

All work must be completed in one year.

100 copies of all preliminary and final reports must be provided to the Office of Energy at A.I.D. Electronic copies of all reports should be provided in ASCII, Wang and Word-Perfect format, on 3 1/2" as well as 5 1/4" discs. All software and source codes should be provided to A.I.D., as well as all graphics and lotus files. In addition one copy is to be sent to S&T/EY, Shirley Toth and one copy to A.I.D.'s Library.

IDEA should present detailed reports of work in progress to Dr. David J. Jhirad of the Office of Energy at bi-weekly intervals.

SECTION D

PACKAGING AND MARKING

1. REPORTS

Pursuant to the clause of this contract entitled, "Reports" (AIDAR 752.7026, Alternate 70), the cover page of all reports prepared by the Contractor shall include the project name Power Sector Planning Environment and Efficiency the Project Number (936-5728), the contract number, the Contractor's name, the name of the A.I.D. Project Office (S&T/EY), and the publication or issuance date of the report.

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 G 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 the Washington, D. C. metropolitan area or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered. Acceptance of services and reports and other deliverables required hereunder shall take place in the Washington, D. C. metropolitan area or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered.

SECTION F

DELIVERIES OR PERFORMANCE

1. PERIOD OF CONTRACT

The effective date of this contract is September 30, 1989. The estimated completion date is September 29, 1990.

2. 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).

3. REPORTS/DELIVERABLES

In addition to providing the quantity of services indicated in Sections B.2.a. and F.5.a. of this contract, directed toward the performance of the activities discussed in Section C, and the requirements set forth for submission of reports in the clause of this contract entitled "Reports" (AIDAR 752.7026, Alternate 79), the Contractor shall be responsible for submission of the following reports/deliverables. The aforesaid AIDAR clause requires two (2) copies of each report to be submitted to A.I.D.'s PPC Bureau's Center for Development Information and Evaluation (PPC/CDIE/DI, ACQUISITIONS; Room 209, SA-18; Agency for International Development; Washington, D. C. 20523). This requirement applies to the reports/deliverables described 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).

4. PERSONNEL REQUIREMENTS

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 H.1. of this contract and the clauses of this contract entitled "Travel Expenses and Transportation and Storage Expenses" (AIDAR 752.70001, Alternate 70) and "Personnel" (AIDAR 752.7027, Alternate 71), approves international travel for performance of the work.

5. Level of Effort

Under this contract a level of effort of 2,480 person days is established. It is broken down as follows for the five tasks.

		Task 1
Professional	452	
Clerical	92	
Consultants	<u>132</u>	
	676	
		Task 2
Professional	277	
Clerical	92	
Consultants	<u>22</u>	
	391	
		Task 3
Professional	490	
Clerical	92	
Consultants	<u>22</u>	
	604	
		Task 4
Professional	232	
Clerical	<u>92</u>	
	324	
		Task 5
Professional	349	
Clerical	92	
Consultants	<u>44</u>	
	485	

Grand Total 2480
person days

The total number of person days of effort cannot be exceeded without the written approval of the Contracting Officer. Variation of the amounts in the individual tasks must be approved by the S&T/EY Project Office and the Contracting Office.

SECTION G

CONTRACT ADMINISTRATION DATA

1. COGNIZANT A.I.D. PROJECT OFFICER

The cognizant A.I.D. Project Officer is David Jhirad, S&T/EY, A.I.D./Washington, or his designee.

2. PAYMENT OFFICE

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

PFM/PM/PAFD - Room 700, SA-2
Agency for International Development
Washington, D. C. 20523

3. POST-AWARD CONTRACT ADMINISTRATION OFFICE

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

4. ACCOUNTING DATA

Funds currently obligated in this contract are chargeable as follows:

PIO/T No.	:9361266 A1	9361267 A1
Appropriation No.	:72-1191021.3	72-1191021.3
Budget Plan Code	:DDNA-89-13600-KG11	DDNA-89-13600-KG11
Allotment No.	:943-36-099-00-20-91	943-36-099-00-20-91
Amount	:\$684,241	\$310,808.98
Funding Source	:S&T/EY	S&T/EY

5. MODIFICATION NUMBERS

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

DHR - 5738 - C - 00 - 9074 - 00

Issuing Office of contract	Last Four Digits of Project No.	A.I.D./M Funded Contract	Order No.	Contract No.	Modification Number
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Thus, DHR-5738-C-00-9074-01 would refer to the first modification to this contract.

6. 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:

7. DUNS NUMBER: 120833587

8. TIN: 54-1181126

FUNDS AVAILABLE
Gloria Craig
SEP 30 1989
o/c 2590
Program Acctg Division
Office of Financial Management

25

SECTION H

SPECIAL CONTRACT REQUIREMENTS

1. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002, ALTERNATE 73) 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 B 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 I 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. DEFENSE BASE ACT (DBA) INSURANCE

Pursuant to the clause of this contract entitled "Insurance - Worker's Compensation, Private Automobiles, Marine, and Air Cargo" (AIDAR 752.228-70, Alternate 70), the insurance carrier currently under contract with A.I.D. to provide, and from which the Contractor shall purchase, DBA insurance is; Wright & Co.; 1400 I Street, N.W.; Washington, D.C. 20005; telephone (202) 289-0220, or (800) 424-9801 outside the Washington area (toll-free).

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 B 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.

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 % 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

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; or his designee 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) Third Country and Cooperating Country Nationals

No compensation for third country or Cooperating Country nationals will be reimbursed unless their use under the contract has the prior written approval of the USAID Mission Director or the A.I.D./CTO. Salaries and wages paid to such persons may not, without specific written approval of the Contracting Officer, exceed either the Contractor's established policy and practice; or the level of salaries paid to equivalent personnel by the USAID Mission in the Cooperating Country; or the prevailing rates in the Cooperating Country, as determined by A.I.D., paid to personnel of equivalent technical competence. In no event shall compensation for such persons exceed the FS-1 rate, unless approved in advance by the Contracting Officer.

7) Initial Salaries

The initial starting salaries of all employees 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 above.

NOTE: 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: Any approvals issued pursuant to Schedule H 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).

8) 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]).

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 for Procurement of Goods and Services" [AIDAR 752.7004]). The relevant A.I.D. eligibility rules in effect as of the date of this contract are set forth in Section J.18 of this contract. 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". The Authorized Geographic Code for nationality of suppliers shall be "000". 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 for Procurement of Goods and Services" [AIDAR 752.7004]).

- 3) Restricted Goods

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

Agricultural Commodities
Motor Vehicles
Pharmaceuticals
Pesticides
Rubber Compounding & Plasticizers
Med 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.

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 935 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, Componentry, and Nationality of Supplier

Source, origin, componentry 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.1 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 for Procurement of Goods and Services" [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 (e), (f) and (g) 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 (d) above or (f) and (g) 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.

f. Automation Equipment

In addition to the requirements of paragraph (d) above and (g) 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).

6. LANGUAGE REQUIREMENTS

a. No foreign language capability will be required under this contract.

7. 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.

8. 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 unbecoming 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.

9. 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.

10. SUBCONTRACTS

When specialized services in support of project activities are required, but are not available within the contractor's organization, they may be subcontracted subject to the prior written approval of the A.I.D./CTO and the Contracting Officer.

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	Gratuities (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 1988)
52.203-09	Requirement for Certificate of Procurement Integrity - Modification (MAY 1969)
52.203-10	Remedies for Illegal or Improper Activity (MAY 1989)
52.209-06	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
52.212-13,	Stop-Work Order (APR 1984)
52.215-01	Examination of Records by Comptroller General (APR 1984)
52.215-02	Audit-Negotiation (APR 1988)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1988)
52.215-24	Subcontractor Cost or Pricing Data (APR 1985)
52.215-30	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)
52.216-22	Indefinite Quantity (APR 1984) 2/
52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (JUN 1985)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1984)
52.220-01	Preference for Labor Surplus Area Concerns (APR 1984)
52.220-03	Utilization of Labor Surplus Area Concerns (APR 1984)
52.222-03	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (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 (MAR 1989)
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)(APR 1984)
52.227-13 Patent Rights - Acquisition by the Government (APR 1984)
52.227-14 Rights in Data - General (JUN 1987)
52.228-07 Insurance-Liability to Third Persons (APR 1984)
52.229-08 Taxes-Foreign Cost-Reimbursement Contracts (APR 1984)
52.232-17 Interest (APR 1984)
52.232-20 Limitation of Cost (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)
52.233-01 and Alternate I
52.233-03 and Alternate I
52.237-03
52.237-09
52.242-01
52.243-02, Alternate II
52.234-07
52.244-02
52.244-05
52.245-05, Alternate I
52.246-03
52.246-05
52.246-23
52.246-25
52.247-01
52.247-63
52.247-64
52.249-06
52.249-14
52.251-01
752.202, Alternate 70
752.202, Alternate 72
752.203-01
752.219-08
752.228-03
752.228-07

Disputes (APR 1984)
Protest After Award (JUN 1985)
Continuity of Services (APR 1984)
Procurement Integrity - Advisory and Assistance Services (MAY 1989)
Notice of Intent to Disallow Costs (APR 1984)
Changes - Cost Reimbursement (AUG 1987)
Notification of Changes (APR 1984)
Subcontracts Under Cost Reimbursement and Letter Contracts (JUL 1985)
Competition in Subcontracting (APR 1984)
Government Property (Cost-Reimbursement, Time-and -Material, or Labor-Hour Contracts) (JAN 1986)
Inspection of Supplies-Cost Reimbursement (APR 1984)
Inspection of Services - Cost-Reimbursement (APR 1984)
Limitation of Liability (APR 1984)
Limitation of Liability-Services (APR 1984)
Commercial Bill of Lading Notations (APR 1984)
Preference for U.S. -Flag Air Carriers (APR 1984)
Preference for Privately Owned U.S. -Flag Commercial Vessels (APR 1984)
Termination (Cost-Reimbursement) (MAY 1986)
Excusable Delays (APR 1984)
Government Supply Sources (APR 1984)
Definitions (APR 1984)
Definitions (DEC 1986)
Officials Not to Benefit (APR 1984)
Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
Worker's Compensation Insurance (Defense Base Act) (APR 1989)
Insurance - Liability to Third Persons (DEC 1988)

752.245-70	Government Property-A.I.D. Reporting Requirements (APR 1984)
752.245-71	Title To and Care of Property (APR 1984)
752.7001	Biographical Data (DEC 1988)
752.7002,	Travel and Transportation
Alternate 70	Expenses (AUG 1986)
752.7002,	Travel Expenses and
Alternate 73	Transportation and Storage Expenses (AUG 1984)
752.7003,	Interest on Overdue Payments
Alternate 70	(APR 1984)
	Payment Due Dates (NOV 1984)
	Invoice Requirements (APR 1984)
752.7003,	Documentation and Payment
Alternate 71	(APR 1984)
752.7004	Source and Nationality Requirements for Procurement of Goods and Services
	(APR 1989)
752.7005	Language, Weights, and Measures (APR 1984)
752.7006	Notices (APR 1984)
752.7007	Personnel Compensation (AUG 1984)
752.7008	Use of Government Facilities or Personnel (APR 1984)
752.7009	Marking (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7011	Orientation and Language Training (APR 1984)
752.7013,	Contractor-Mission
Alternate 70	Relationships (APR 1984)
752.7014	Notice of Changes in Travel Regulations (DEC 1988)
752.7015	Use of Pouch Facilities (APR 1984)
752.7017	Local Cost Financing With U.S. Dollars (APR 1984) ^{1/}
752.7020	Organizational Conflicts of Interest (MAY 1985)
752.7025	Approvals (APR 1984)
752.7026,	Reports (APR 1984)
Alternate 70	
752.7027,	
Alternate 71	Personnel (APR 1984)
752.7028	
752.7029	Differentials and Allowances (DEC 1988)
752.7031,	Post Privileges (APR 1984)
Alternate 70	Leave and Holidays (APR
752.7031,	(1984)
Alternate 72	Leave and Holidays (DEC
	(1988)

^{1/} See Section H) of this contract.

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

Portions of this contract are altered as follows:

- a. 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."
- b. In the clause entitled "Payment for Overtime Premiums" (FAR 52.222-02), insert "zero" in the blank in paragraph (a).
- c. 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.
- d. In the clause entitled "Notification of Changes" (FAR 52.243-07), insert "7 days" in the blank in paragraph (b).
- e. 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."
- f. 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:

ANNUAL REPORT OF GOVERNMENT PROPERTY
IN CONTRACTOR'S CUSTODY

(Name of Contractor)

As of (End of Contract Year), 19xx

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
-------	-------	-------	-------

1/ 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.

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

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

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 as cited opposite line D above.

Authorized Signature:®