

AWARD/CONTRACT 1. THIS CONTRACT IS A RATED ORDER UNDER OPAS (15 CFR 350) **AWARD** **N/A** **PAGE 1 OF 52**

2. CONTRACT (Proc. Inst. Ident.) NO. **CCS-0008-C-00-2057-00** 3. EFFECTIVE DATE **SEP 18 1992** 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. **See Section G.6**

5. ISSUED BY **Agency for International Development Office of Procurement, OP/CC/N 2A-14, Room 1405 Washington, DC 20523-1415** 6. ADMINISTERED BY (If other than Item 5) **Technical Office: PRE/H - PD-ABG-839**

7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, State and ZIP Code) **Planning and Development Collaborative International, Inc. (PADCO) 1012 M Street, NW Washington, DC 20001**

8. DELIVERY FOR ORIGIN OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT **N30**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN **ITEM See Section G.3**

11. SHIP TO/MARK FOR **Office of Housing and Urban Programs (PRE/H) Room 402, SA-2 Washington, DC 20523-0214**

12. PAYMENT WILL BE MADE BY **Office of Financial Mgmt. FM/CMPD/DC, Room 200 SA-2 Washington, DC 20523-0209**

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)(1) 41 U.S.C. 253(c)(1) 7 1

14. ACCOUNTING AND APPROPRIATION DATA **Amount Obligated: \$1,200,000 110-0008-3-2662801 (Also see Section G.6)**

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Base Contract	2	years		
BEST AVAILABLE COPY					

CONTRACT PERIOD: **9/18/92 - 9/19/94** 150. TOTAL AMOUNT OF CONTRACT **\$ 7,501,225**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and furnish original + 4 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications as are attached or incorporated by reference herein. (A resolution is listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award constitutes the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or Print) **LPE E. Baker, VICE PRESIDENT**

19B. NAME OF CONTRACTOR **See Section G.3**

19C. DATE SIGNED **9-18-92**

20A. NAME OF CONTRACTING OFFICER **Joyce R. Prame**

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED **9-18-92**

BY **LPE E. Baker** (Signature of person authorized to sign)

BY **Joyce R. Prame** (Signature of Contracting Officer)

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. Purpose - The purpose of this contract is to provide long and short term technical assistance and training to shelter sector officials working at the national, central government level, and the municipal level, in selected geographical areas and in a variety of substantive areas which are considered to be critical to converting current shelter sector policies and practices into a market-oriented system. This work shall be performed in accordance with Section C of this contract and the Contractor's proposals dated July 27 and July 30, 1992, as amended, which are hereby incorporated by reference. In the event of an inconsistency, the Schedule of this contract takes precedence over the Contractor's proposal.

B.2. Base Level of Effort - The base level of effort for the performance of this two year contract is 7,688 work days. Option years 1, 2 and 3 each have an estimated base level of effort of 3,844 work days.

B.3. Estimated Maximum Level of Effort - During the entirety of the initial contract period and option periods, if exercised, A.I.D. reserves the right to order up to a maximum of 19,220 work days (including leave). (Note: There are 260 work days per year, per person.)

B.4. Illustrative Base Level of Personnel Utilization - The following levels of effort (shown in total work days) shall be called for under this contract in the base and option years. Exercise of the options shall be at the sole discretion of the Contracting Officer in accordance with FAR Clause 52.217-9 "Option to Extend the Term of the Contract."

<u>Category</u>	<u>Base Contract</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>
Long-term Advisors				
Ukraine Federation (1)	520	260	260	260
Kharkov, Ukraine (1)	520	260	260	260
Ekaterinburg, Russia (2)	1,040	520	520	520
Novosibirsk, Russia (2)	1,040	520	520	520
Short-term Consultants	708	354	354	354

Subcontractors	100	50	50	50
Foreign Nationals	2080	1040	1040	1040
Washington Professional Staff (2 & 1/2)	2,300	650	650	650
Contract Management	310	155	155	155
Training	70	35	35	35
<hr/>				
Total Days	7,688	3,844	3,844	3,844

NOTES:

(a) The numbers in parenthesis indicate the minimum number of personnel to be provided. Where a number is not shown, the staffing level is at the discretion of the contractor.

(b) The level of effort does not include secretarial support or student interns. No more than two full-time interns or the equivalent number of part-time interns will be hired to work under this project at any one time. The cost for interns is budgeted at \$12,000 per year per intern.

(c) The Contracting Officer may direct the contractor to increase the level of effort for any category specified above so long as the maximum total level of effort for all labor categories specified above and the obligated amount are not exceeded for the base period and any exercised options.

(d) Additional level of effort may be added to the contract by A.I.D. exercising one or more of its options. The exercise of these options may not necessarily correspond to the anniversary date(s) of the contract. The salary increases, however, for personnel shall only be provided on an annual basis. (See H.17.)

B.5. Total Estimated Cost and Financing - The total estimated cost of performance for the work specified in Section C of this contract, exclusive of fixed fee is \$6,932,000. The fixed fee is \$569,225. The total estimated cost plus fixed fee is \$7,501,225.

B.6. Financing: Obligated Amount - Within the total estimated cost specified in B.6 above, the total amount currently obligated and available for reimbursement of allowable costs incurred by the contractor for performance hereunder is \$1,200,000. This amount is anticipated to be sufficient through January 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 Funds" FAR 52.232-22 (APR 1984).

B.7. Budget

(a) The following itemized budget sets forth the estimates for reimbursement of dollar costs for individual line items of cost for providing the services and other deliverables specified. Without the prior written approval of the Contracting Officer, the contractor may not exceed the contract's total estimated cost or the obligated amount, whichever is less.

Except for the fee which is fixed and the indirect costs which are subject to B.9 and B.10 of this contract, the contractor may vary individual line items of cost by up to 15% of the line item's estimated amount, provided that the contract's total estimated cost is not increased and that the obligated amount is not exceeded.

(b) The inclusion of a dollar amount for subcontract(s), and/or consultants in the following budget does not obviate the requirements of the clause of this contract entitled "Subcontracts (Cost Reimbursement and Letter Contracts)" (JUL 1985).

		<u>BUDGET</u>			
<u>Cost Element</u>	<u>Base Period</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Option 3</u>	<u>Total</u>
Burdened Salaries	\$3,916,000	\$2,106,100	\$2,211,400	\$2,321,900	\$10,555,400
Logistic Support Costs	411,100	188,500	199,500	211,100	1,010,200
Training	556,200	303,400	321,600	340,900	1,522,100
Other Direct Costs	1,838,600	1,156,800	880,800	1,098,400	4,974,600
Subcontracts	124,400	67,800	71,900	76,200	340,300
Foreign National Salaries	<u>85,700</u>	<u>46,700</u>	<u>49,600</u>	<u>52,500</u>	<u>234,500</u>
TOTAL ESTIMATED COST	\$6,932,000	\$3,869,300	\$3,734,800	\$4,101,000	\$18,637,100
FIXED FEE	<u>\$ 569,225</u>	<u>\$ 317,761</u>	<u>\$ 306,568</u>	<u>\$ 336,697</u>	<u>\$ 1,530,251</u>
TOTAL ESTIMATED COST PLUS FIXED FEE	\$7,501,225	\$4,187,061	\$4,041,368	\$4,437,697	\$20,167,351

NOTES: 1) A.I.D.'s Estimated Other Direct Costs (ODC) include all travel & per diem (excluding travel and per diem under seminars/training, etc.) all allowances for long-term advisors (housing, air & shipping of household goods, post allowances, and differential, temporary lodging, educational allowance and travel) and intern salaries. 2) The contractor will be required to clear all housing leases/arrangements with the Executive Officer at the Mission due to the unusual housing situation.

(d) 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.

B.8. Limitation of Government's Obligation - The parties estimate that performance of this contract shall not cost the Government more than the estimated cost. The contractor agrees to use its best effort to perform the work and all obligations under this contract within the estimated cost as required under FAR Clause 52-232-22 Limitation of Funds (APR 1984).

B.9. Establishment of Indirect Cost Rates

(a) Pursuant to the clause of this contract entitled "Allowable Cost and Payment" FAR 52.216-07, 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>
Full-Time Staff	125.4%	1*	1*	1*
Intermittent	101.6%	2*	2*	2*
Consultants	71.00%	3*	3*	3*
Subcontracts Material & Handling	5.00%	4*	4*	4*

NOTES:

1* - Base: total direct salaries of full-time staff; Type of Rate: provisional; Period: contract effective date until amended.

2* - Base: total direct salaries of intermittent staff; Type of Rate: provisional; Period: contract effective date until amended.

3* - Base: direct compensation based on daily rates for consultants; Type of Rate: provisional; Period: contract effective date until amended.

4* - Base: total subcontract cost; Type of Rate: provisional; Period: contract effective date until amended.

(b) Provisional fringe benefit rates for local country nationals hired as contractor employees are not included in the above rates and will be approved separately by the Contracting Officer.

B.10. 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) 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.

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

<u>For Accounting Period Ending</u>	<u>Full-time</u>	<u>Intermittent</u>	<u>Consultant</u>	<u>Subcontract</u>
12/31/92	130.4%	106.6%	76%	6.0%
12/31/93	130.4%	106.6%	76%	6.0%
12/31/94	130.4%	106.6%	76%	6.0%
12/31/95	130.4%	106.6%	76%	6.0%
12/31/96	130.4%	106.6%	76%	6.0%
12/31/97	130.4%	106.6%	76%	6.0%

(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.

B.11. Costs Reimbursable - In accordance with the clauses of this contract entitled "Allowable Cost and Payment" FAR 52.216-7 and "Documentation for Payment" AIDAR 752.7003, the contractor shall, except to the extent specified in Section B.13 below, be reimbursed in U.S. dollars for reasonable, allowable, allocable, and necessary costs incurred during performance of this contract.

B.12. Fixed Fee - At the time of each payment to the contractor on account of allowable dollar costs, 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 on account of allowable dollar costs is 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.

END OF SECTION B

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

C.1. INTRODUCTION

(a) Mission: The Agency for International Development (A.I.D.) administers a world-wide economic assistance program that combines international generosity with the active promotion of America's national interests. A.I.D. assists developing countries in realizing their full national potential through the development of open and democratic societies, free markets, and individual initiative. It also assists nations in the improvement of the quality of human life and the expansion of individual opportunities by reducing poverty, disease, ignorance, and malnutrition.

(b) Background: Part of A.I.D.'s strategy and program for the New Independent States (NIS) region is to support the provision of technical knowledge and experience to individuals and institutions working in the housing sector at national, regional and municipal levels in the NIS countries.

Historically, the housing sector, throughout the former Soviet Union, has been characterized by chronic shortages, enormous inefficiencies in housing production, poor maintenance and deterioration of existing housing stock, severe price and allocation distortions and massive and largely regressive subsidies. Recently, this situation has worsened due to the disappearance of housing construction and new demands for housing generated by migrations within and between States and the rapid return of a demobilizing military. By one estimate, at least 30 million new units (some 22 billion square feet of new construction plus 5.5 billion square feet of renovate space) will be required to meet housing needs in the NIS by the year 2000.

Assisting the states of the NIS in reforming their systemic housing problems is imperative given the sector's significant role in macroeconomic stability, the high value of housing as a percent of national assets and the urgent need to establish an efficient and equitable shelter system through which families can obtain housing on an immediate and on-going basis.

In beginning to respond to these needs, A.I.D. authorized the four-year Housing Sector Reform Project in March 1992, whose purpose is to support the development of a market-oriented housing sector in the states of the NIS. This project is expected to provide an integrated program of long and short term technical assistance and short term training to individuals and institutions working to implement housing sector reforms. This assistance will initially be focused in the republics of Russia, The Ukraine, Kazakhstan, and Armenia.

C.2. OBJECTIVE - The purpose of this contract is to provide long and short term technical assistance and training to shelter sector officials working at the national, central government level, as well as at the municipal level, in selected geographical areas, in a wide variety of substantive areas which are considered to be critical to converting current shelter sector policies and practices into a market-oriented system. The technical assistance will be directed at three areas:

(a) providing operational-level technical assistance within host country institutions through long-term resident advisors located and working closely with staffs of key shelter sector policy and implementing institutions, at the central level, and with key municipal government staffs and private sector interests, at the local level;

(b) undertaking technical assessments and targeted research in key issues in the shelter sectors in order to develop well articulated, on-going, longer term policy, institutional, regulatory, and programmatic changes essential to sustaining market-oriented shelter delivery systems in the selected NIS countries and municipalities. Much of this technical assistance will be provided on a short-term basis with the input and coordination of long-term resident advisors; and

(c) designing and managing a training plan to include events (workshops, conferences and seminars) at local, regional and national levels to disseminate technical information and successful pilot experiences to promote replication and expansion of positive policy and institutional changes. Training opportunities for shelter sector officials in the U.S. and third countries will also be identified and developed as part of this proposal.

C.3. SCOPE OF WORK

(a) Assistance to the Central Government of the Ukrainian Republic

(i) Long-term Technical Assistance

One long term advisor will be required to work with a variety of central government institutions in the Republic of The Ukraine to assist in refining legislation for the privatization of existing housing stock and in the production of new housing. Assistance will also be required in formulating operational guidelines for the legislation's implementation at the local, municipality level. Among the specific duties of this advisor are the following:

-analysis (and quantification) of current constraints and obstacles within the legislative and regulatory environments of the Ukraine which would impede effective privatization of housing development and maintenance;

-identification of specific legal and regulatory changes required to eliminate constraints;

-development of draft legislation and regulations and negotiation of changes with appropriate administrative and policy making bodies in the Ukrainian central government;

-development of an implementation plan for the privatization of certain aspects or entirely state enterprises for housing production including structuring of divestiture processes, ownership arrangements and labor/management relationships;

-analysis and evaluation of existing land markets and introduction and development of private land market mechanisms to facilitate the efficient delivery of private sector-developed shelter;

-development of appropriate contracting and sales procedures and documentation for private developer housing production, including bidding and procurement and competitive processes affecting the private sector;

-development of ancillary and supporting elements of the construction industry, such as licensing and certification, bonding and insurance, approvals, building standards and inspection procedures;

-development of a system/process for the interaction and approval by local government and infrastructure agencies with respect to land and infrastructure planning and construction, and the regulatory framework affecting private developer housing production and private land markets.

-other areas as AID and the Ukrainian counterpart institutions deem necessary, particularly assistance in areas where housing finance affects or influences other areas of proposed housing sector reform.

(ii) Short-term Assistance

Short term assistance will be required to support the long term resident advisor in various aspects of the above scope of work. Additionally, short term technical assistance will be needed initially be provided at the republic level to assist the State Committee for Housing and Municipal Economy in refining its draft law for the privatization of the existing public housing stock and in its implementation.

Short term technical assistance will also be required at the Department of Architecture and Territorial Development of the State Committee for Housing in the development of a land information and registration system and a framework for the valuation of urban land.

(b) Assistance to the Municipality of Kharkov, Ukraine

(i) Long-term Technical Assistance

One senior urban manager, with public and private sector experience in the delivery of housing and related services, will work with the City of Kharkov management team, Mayor, Deputy Mayor and department heads. The advisor will assist in the formulation of a strategy and department-specific operational plans and demonstration projects for the transformation of the city's housing sector from the current, problem-ridden command system to one driven by free-market forces. The advisor shall not have any direct management or supervisory responsibilities. The senior advisor's duties shall include:

- analysis of the current obstacles and problems in conversion of the city's public housing stock to a privatized system;
- development of programs and implementation plans for the management and privatization of the municipal housing stock;
- development of appropriate methods for the valuation and sale of municipal land and buildings;
- development of an appropriate land information system for the identification of the boundaries, occupant, use, etc. of city property;
- assistance in placing the rental of municipal housing and the provision of municipal services on a self-financing basis;
- development of programs to improve the public services and the quality of construction of existing private, single-family housing located within the city; and
- development of new norms, standards and general planning guidelines to facilitate the increased provision of private, single-family housing.
- other areas as AID and the Ukrainian counterpart institutions deem necessary, particularly assistance in areas where housing finance affects or influences other areas of proposed housing sector reform.

(ii) Short-term Technical Assistance

Short term assistance will be required to support the scope of work of the long term advisor. Short term assistance will be required in practical aspects of the following three priority areas:

-privatization of the existing housing stock;

-transformation of the pricing of rents and utilities to a self-financing basis;

-introduction of Western methods and techniques of land management including: land information and registration systems; land valuation; allocation of state land; land use planning and management; and development approvals/controls.

(c) Assistance to the Municipality of Ekaterinburg, Russia

(i) Long-term Technical Assistance

Two long term resident advisors will be required in Ekaterinburg, Russia. To promote more effective programming, these long advisors should coordinate activities with those AID-funded long term advisors working with the Russian Federation and the City of Moscow. Responsibilities for these individuals will include but not be limited to the following areas:

-A principal area of cooperation will be in creating ways to finance expansion of residential infrastructure and of housing. The primary task will be to define options for direct financing of infrastructure from the municipal budget and to develop alternative mortgage instruments for purchasing apartments and houses. Another principal theme of assistance will be in the promotion of construction of new single-family housing and low-density subdivisions. Among some of the principal tasks in these areas will be:

-analysis of the constraints and obstacles to financing of the shelter sector from both public and private sources;

-analysis of current planning processes and standards/norms and the identification of building standards and norms which would be more appropriate for achieving the above goals;

-analysis of the current local government role in the provision of shelter, land, infrastructure, related services and community facilities at the local level;

-options for the expansion of institutional and human resource capacity and efficiency in local government with respect to shelter and infrastructure delivery;

-analysis and recommendations for the improvement of municipal management, administration, planning process and local development planning for shelter and related infrastructure delivery at low- density levels;

-analysis and recommendations for improvement of municipal finance, including local revenue generation and collection of user fees;

-development of policy and action plans for municipal officials and departments which address local urban development and shelter issues and in relationship to private sector organizations;

-development of housing finance objectives and plans; identification of obstacles to finance for housing, including financing for home ownership and for construction or rehabilitation of affordable rental housing;

-analysis and recommendations for the financing requirements and housing ownership patterns necessary and appropriate for the most efficient and equitable reform in the sector; including land pricing, appraisal and related issues;

-analysis of the need and effective demand for housing finance and private ownership of owner-occupied housing;

-analysis and recommendation for changes in interest rates, terms and conditions and financing instruments appropriate for mortgage lending and construction financing in terms of housing affordability and market conditions;

-development of appropriate architectural, planning, engineering and design concepts for affordable housing and community facilities;

-other areas as AID and the Russian counterpart institutions deem necessary, particularly assistance in areas where housing finance affects or influences other areas of proposed housing sector reform.

(ii) Short-term Technical Assistance

Short term assistance will be required to support the long term advisor's scope of work. This assistance is required in the following areas:

-valuation of land and dwellings and the creation of modern land and property registration systems;

-improvement of housing maintenance through the introduction of private management companies; and

-evaluation of the financial plan of the Municipal Fund for City Development.

(d) Assistance to the Municipality of Novosibirsk, Russia

(i) Long-term Technical Assistance

Two long term resident advisors will be required in the City of Novosibirsk, Russia. To promote more effective programming, these long advisors should coordinate activities with those AID-funded long term advisors working with the Russian Federation and the City of Moscow. The advisors will undertake the following scope of work:

-analysis of the current constraints to municipal and state-owned housing stock maintenance and development;

-identification of alternative management structures, including the introduction of private management companies on a competitive basis for housing maintenance; development of several pilot activities using alternative management structures and a plan for their dissemination and replication beyond the pilot in other parts of the municipality;

-development of appropriate policies and actions plans to rationalize the roles of local public sector and private sector roles in the delivery of shelter and related services;

-development of municipal finances and capacity for local resources generation for infrastructure and land development;

-analysis and quantification of constraints affecting the ability of private sector to expand housing production, including availability of land, infrastructure, materials, equipment, credit and markets. This will result in a series of policy-level recommendations for consideration by the municipality and form the basis of an action plan;

-review and recommendations for improvement of the local planning and building approval process to promote greater private sector participation in the shelter and related services construction sector;

- analysis and recommendations regarding interest rates, terms and conditions and financing instruments appropriate for mortgage lending and construction finance in terms of housing affordability and market conditions;

- other areas as AID and the Russian counterpart institutions deem necessary, particularly assistance in areas where housing finance affects or influences other areas of proposed housing sector reform.

(ii) Short-term Assistance

Short term assistance will be required to support the long term advisors in the above scope of work. Additionally, the following specific areas will be the focus of short term technical assistance:

- development of a workable condominium law;

- valuation of property and land; and

- development of an appropriate management information system for managing the municipal housing stock.

C.4 GENERAL SHORT-TERM TECHNICAL ASSISTANCE GUIDELINES
(applicable to all of the previously mentioned municipalities and republics)

The contractor shall prepare an illustrative program of short term technical assistance which demonstrates an understanding of specific technical issues in support of the efforts of long term resident advisors in the areas of housing finance and shelter sector legal matters in the Russian Federation.

With respect to short term technical assistance, the contractor shall provide such services as may be required under specific task orders issued by A.I.D. in support of the overall reform agenda for each respective component. Short term technical assistance will also be required to undertake research activities and training programs and courses consistent with these same objectives. These may involve a wide range of subjects related to the scope of work cited in this section, including policy, institutional and technical level issues. Technical guidance will be provided by the cognizant A.I.D. Project Officer. No short term assistance will be provided without prior approval from A.I.D.

It is further expected that the contractor will be able to access and utilize the resources represented by a broad range of organizations and institutions which can contribute to the NIS housing reform program. In this context, the contractor will be expected, under the guidance of the cognizant A.I.D. Project Officer in Washington, to identify and make use of technical resources, not under the direct control of the contractor, to assist in the structuring of responsive short term assistance efforts.

C.5 TRAINING, WORKSHOPS, SEMINARS AND CONFERENCE GUIDELINES
(applicable to all of the previously mentioned
municipalities and republics

Training in the form of workshops to disseminate the results of successful policy, institutional, regulatory and programmatic-level changes and technical assistance will be supported by the contractor, in coordination with a host country institution. The contractor will provide a training plan to achieve these objectives.

(a) In-Country Training Events

The contractor shall develop a training program of conferences, seminars and workshops to assist counterpart institutions to disseminate the positive results of pilot housing sector innovations and other accomplishments as a result of A.I.D. assistance at central and municipal government levels.

This training and information dissemination will be targeted to the banking and housing communities, including the private sector, as well as other municipal governments in order to build municipal, regional and national-level consensus on effectiveness of changes and the mechanisms for their replication. The contractor shall be required to provide all logistic, coordination and technical support for conferences, seminars, and other meetings supported by A.I.D. The content, scope, recommended participants and overall organization of these seminars and training events will be undertaken only with the prior approval of the A.I.D. Project Officer in Moscow. A.I.D. has estimated that the contractor will conduct 12 such events per year, broken down equitably among the various geographic areas receiving technical assistance. Among the specific responsibilities are.

Planning and coordinating agendas;

Making arrangements for or preparing conference documents, such as case studies, speeches and reports;

Arranging for conference facilities, including travel, payment of per diem and hotel arrangements, support services, printing and distribution of program materials in coordination with a local institution in order to minimize direct costs.

(b) U.S. and Third Country-Based Short-Term Training

In addition to in-country training, the contractor shall identify suitable training opportunities and host country candidates to undertake U.S. and third-country based training which furthers the objectives of assistance activities. It is estimated that 10 training opportunities will be available each year with a maximum of three candidates chosen to attend each training activity (for a total of 30 candidates per year). In this area, the contractor shall be expected to:

Plan and coordinate the attendance of host country officials with institutions sponsoring the courses;

Assist participants in any presentations to be made;

Arrange all travel, per diem and, related expenses of the training without A.I.D./Moscow support.

C.6 STUDENT INTERNS

The contractor has the option of employing up to six, part-time graduate student interns (who will collectively work no more hours than two full-time interns) to work 10-15 hours per week. The interns will assist in project development and implementation, in the collection of specific research reports, publications, and other project and country-related documentation requested by A.I.D.

C.7 PERSONNEL AND LOGISTICAL SUPPORT

In order to effectively monitor this contract, and provide field-based technical assistance in a timely, effective manner, A.I.D. requires that the contractor prepare an overall contract and personnel management plan.

(a) The contractor shall be required to designate a full-time senior project manager, a half-time deputy project manager, and a full-time senior housing analyst. The managers will be A.I.D.'s principal contact and will be responsible for the delivery of all technical assistance and in revising technical assistance needs in accordance with changing requirements and results from on-going technical assistance efforts.

The managers will also be responsible for ensuring quality control and overall responsiveness of technical assistance provided under the contract through review of work plans, reports and other project-related outputs, prior to submission to A.I.D.

The senior housing analyst will provide analysis of the technical assistance studies conducted, backstopping of ongoing technical assistance activities, and development of relevant studies and reports on housing sector activities.

(b) The following requirements are to be applied in the recruitment and selection of long term advisors. The same standards should be applied, to the maximum extent possible, for short term consultants. A.I.D. recognizes the scarcity of skills in local NIS languages and therefore, highly recommends, but does not require, language skills in the case of short term consultants.

The following skills/areas of experience are:

- A degree or substantial work experience (by substantial is meant eight years in a relevant field or profession) in an area directly relevant to the scope of work. Degrees and work experience in the following areas are highly desirable: urban and regional planning, housing finance, public administration, urban/housing law, and construction management.
- A minimum of fifteen years experience in the professional area of housing finance/housing legislation. Experience in a developing country and/or Eastern Europe/NIS is highly desirable, but not mandatory.
- Prior experience with A.I.D. and/or other international organizations in development policy and program development and implementation is highly desirable.
- Language skills in Russian and/or other local NIS languages including Kazakh, Armenian and Ukrainian are required for the long-term advisors and highly desirable for the short term advisors.

(c) A.I.D. requires that the contractor be fully responsible for all administrative and logistical support to field personnel, both short and long term. This includes office space, office equipment, furniture, household appliances, transportation, and interpreter/secretarial services. A.I.D. has negotiated preliminary agreements with host country institutions for their level of counterpart support.

However, the contractor should bear in mind that NIS countries are not accustomed to working with A.I.D. and that circumstances might change over time in their ability to come through on pledged support. These contingencies should be factored into the contractor's response. Generally, A.I.D. has gained agreement for host country provision of the following contractor support services: office space, furnishings, and supplies for the long-term advisor; English-local language interpreters, secretarial and translation services; office vehicle and driver for the advisor's use including necessary fuel and maintenance services; sponsorship and facilitation of multiple entry and exit visas for the advisor and dependents; guarantee exemption from national personal income taxes for the long term advisor and any customs duties related to the importation of the advisor's household goods, personal vehicle, and office equipment and supplies; and sponsorship and facilitation of any necessary work permit for the advisor. With respect to international telephone and fax lines, the contractor should consider the possibility of establishing an individual link with existing satellite communications systems for communication with Moscow and the U.S. Appropriate working space will be required for short term technical advisors and should be provided by the contractor.

C.8 DEBRIEFINGS WITH A.I.D.

Long term advisors, and to the greatest extent possible, short term consultants, will provide approximately six personal debriefings per year with the appropriate A.I.D. staff in the field on a regular basis. U.S. based Project Managers, and long term and short term advisors (when feasible) will also arrange for regular, timely briefings of A.I.D. Washington staff (approximately 12 debriefings per year).

C.9 PUBLICATIONS AND DOCUMENT PROCUREMENT

The contractor shall procure documentation, research publications, economic reports and other country and shelter sector reports relevant to project development and implementation for use by long term advisors, short term advisors, the A.I.D. Project Office, and other persons involved in this project.

C.10 DETAILED ANNUAL WORK PLAN

Within thirty days of award of the contract, the contractor shall provide to the A.I.D. Project Office for review and approval, a draft detailed work plan for the upcoming six-month period. This plan will be finalized in consultation with A.I.D. This work plan will specify how long and short term assistance will be used during that period to further the overall objectives of the project, A.I.D.'s assistance strategy, and those elements of the contractor's conceptual framework accepted by A.I.D.

Additionally, this plan will include for each major task: a list of proposed personnel, the level of effort, the country/municipality of performance and the estimated starting and completion dates. Based on this plan (but not limited to), A.I.D. will request the contractor, in writing, to perform travel and/or tasks by issuing a Task Order which specifies the scope of work, location, period of time to perform the work, and the estimated level of effort. As part of this annual work plan, the contractor will also identify appropriate dates for evaluation of the contractor's performance and overall success of technical assistance in achieving assistance objectives.

Proceeding annual workplans shall be submitted no later than thirty days after the end of each contract year.

C.11 LONG-TERM ADVISOR MONTHLY REPORTS

The long term advisor(s), with contract project manager input, will be required to submit monthly progress reports to the A.I.D. Project Office within the first thirty days of arrival at post. These monthly reports will include at least the following information for all long-term, short-term, and any subcontractor activities:

- a. Major activities undertaken during the month and their significance and progress toward achieving the project's objectives;
- b. Major issues and problems;
- c. Projected activities for the upcoming month;

Proceeding reports shall be submitted no later than 15 days after the end of the month.

C.12 CONTRACTOR QUARTERLY REPORTS

The contract project manager in the U.S. will prepare a quarterly contract report summarizing activities undertaken. The report will include line item budget(s), advances (if applicable), expenditures, accruals (or encumbrances), a pipeline analysis (balance remaining), a budget projection for the next month, and a comparison of the previous quarter budget projection with accrued expenditures. This report will be submitted to the A.I.D. Project Office in Washington no later than 15 days after the end of each quarter.

C.13 CONTRACTOR ANNUAL REPORT

The contract project manager, with substantial input from the respective long-term advisors, will prepare an annual report on activities, similar in format and substance to the monthly report to be developed by the long-term advisors, and will include annual totals of the financial data from the contractor quarterly reports. Ten copies of this report are to be submitted to the A.I.D. Project Office in Washington no later than thirty days after the end of each contract year.

C.14 CONTRACTOR FINAL REPORT

The contractor shall prepare a final report at the close of the contract to include, but not limited to the following information: (1) summary of the project's accomplishments or failings in each particular activity; (2) an overall description of the activities under the project during the period of the contract; (3) a description of the methods of work used; (4) principal host country contacts, both individuals and institutions, over the course of the contract; (5) provision of comments and recommendations regarding unfinished work and/or project continuation and direction; and (6) the provision of a fiscal report that describes in detail how the contract funds were used.

The final report shall be submitted not later than 60 days following the expiration date of the contract, unless the required date of submission is extended by the Contracting Officer. The contractor shall submit ten copies of the final report to the A.I.D. Project Officer in Washington.

C.15 SHORT-TERM CONSULTANT REPORTS

Short-term consultant reports shall be provided in draft to the A.I.D. Project Office in Washington within ten days of the expiration date of the consultancy, unless otherwise specified in the task order. A.I.D. will make its best effort to review the draft report within 15 days of receipt.

The consultant will finalize the draft report within seven days of receipt of A.I.D. comments on the draft. As part of each report, an executive summary, not to exceed ten pages, and a one-page abstract of the report will be prepared. The contractor shall prepare and submit twenty copies of the total consultancy report package to the A.I.D. Project Officer in Washington.

C.16 GENERAL REPORTING REQUIREMENTS

(a) Copies of all reports as required above, shall be distributed as follows:

- (i) 4 copies to the A.I.D. Project Office (unless another number is noted in the above reporting requirement);
- (ii) 1 copy to the A.I.D. Contracting Officer; and
- (iii) 2 copies to the Directorate for Policy, Center for Development Information and Evaluation, Office of Development Information, addressed as follows:
POL/CDIE/CI, Acquisitions, Room 209, SA-18, Agency for International Development, Washington, DC 20523-1802.

(b) The title page of all reports shall include a descriptive title, the author's name(s), contract number, project number and title, contractor's name, name of the A.I.D. project office, and the publication or issuance date of the report.

(c) When preparing reports, the contractor shall refrain from using elaborate art work, multicolor printing and expensive paper/binding, unless it is specifically authorized in the contract schedule. Wherever possible, pages should be printed on both sides using single spaced type.

C.17 PLACE OF PERFORMANCE

The place(s) of performance shall be at the contractor's work site, from time-to-time, A.I.D. offices, and the New Independent Republics of the Former Soviet Union.

C.18 A.I.D. MANAGEMENT PERSONNEL

The Government shall assign the following personnel with the below specific responsibilities:

a. Contracting Officer's Technical Representative (COTR)

The COTR (also known as the Project Officer) is the point of contact in the Government for the contractor regarding issues of a technical nature under the contract and shall work with contract Project Manager in the overall technical management of the contract.

The COTR shall serve as the final approval authority for the allocation of resources to the contract, which are within the scope of the contract, the resolution of problems, evaluation of contractor performance and the certification of payments to the contractor. For more information on the duties of the COTR, refer to Section G in the Schedule of this contract.

C.19 TECHNICAL DIRECTIONS

Performance of work under this contract shall be subject to the "technical directions" of the COTR. As used herein, "Technical Directions" are instructions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general Scope of Work. "Technical Directions" must be within the terms and conditions of this contract, shall not change or modify the Scope of Work in any way, and shall not constitute changes within the meaning of the contract clause entitled "Charges" - Time-and-Materials or Labor Hours (FAR 52.243-3) (APR 1984).

No subcontract shall be entered into by the Contractor without the prior written consent of the A.I.D. Contract Officer.

C.20 KEY PERSONNEL

The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Long-term Advisor(s): Ukraine - TBD, Kharkov - TBD, Ekaterinburg - W. McCulloch & A. Levitsky, Norosibirsk - R. O'Sullivan, & TBD

Sr. Project Manager: L. Baker

Deputy Project Manager: TBD

Sr. Housing Analyst: B. Dubinsky

The personnel specified above are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs during the contract, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) 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. Failure to comply with these terms may be considered nonperformance by the Contractor. The listing of key personnel may, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate by mutual agreement of the parties. A.I.D. reserves the right to approve all new key persons employed under this contract.

END OF SECTION C

SECTION D - PACKAGING AND MARKING

This section does not apply.

SECTION E - INSPECTION AND ACCEPTANCE

E.1. Responsible Official - Inspection and acceptance of all services and reports and other deliverables required hereunder shall be made by the COTR. Acceptance of services and reports and other deliverables by the COTR shall form the basis for payments to the contractor.

E.2. Place of Inspection and Acceptance - A.I.D. inspection/testing of services and reports and other deliverables required hereunder, if any, shall take place in the Washington, DC metropolitan area or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered. A.I.D. acceptance of services and reports and other deliverables required hereunder shall take place in the Washington, DC metropolitan area or at any other location where the services are provided/performed and reports and other deliverables are produced or submitted/delivered.

E.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.

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-3 Inspection of Supplies - Cost Reimbursement (APR 1984)

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

F.1. Period of Performance - The initial period of performance of any contract awarded as a result of this solicitation shall be September 18, 1992 or date of award, whichever is later, through September 19, 1994 unless sooner terminated under the terms of this contract. Option periods are estimated as follows:

OPTION I	September 19, 1994 through September 18, 1995
OPTION II	September 19, 1995 through September 18, 1996
OPTION III	September 19, 1996 through September 18, 1997

The actual dates of the option periods will be based on the needs of A.I.D. and the level of effort available under the contract.

The following Federal Legal Holidays are observed by A.I.D.:

<u>HOLIDAY</u>	<u>DATE OBSERVED</u>
New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

NOTE: Any of the above holidays falling on a Saturday will be observed on the preceding Friday; holidays falling on a Sunday will be observed on the following Monday.

F.2. Stop-Work Order - Pursuant to the Clause in Part II, Section I of this contract, entitled "52.212-13, Stop Work Order" the Contracting Officer may, at any time, require the Contractor to stop all or any part of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause.

F.3. Task Orders - Tasks required under this contract will be accomplished through Task Orders issued by the COTR or his/her designee. Each Task Order will include a scope of work, place of performance, period of performance, and the estimated level of effort and other performance specifications.

Each Task Order will carry a specific Task Order Number which will be cited on each invoice placed against the contract. In no event shall the total of all task orders exceed the total level of effort authorized by the Contracting Officer, or the amount of funding obligated under this contract.

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

G.1. Administration of Contract - Administration of this contract shall be the responsibility of:

Agency for International Development
FA/OP/CC/N, Rm. 1407, SA-14
Office of Procurement
Washington, DC 20523-1415
Telephone #: (703) 875-1260
Fax #: (703) 875-1957

The Contracting Officer is: Mr. J. J. Kryschal

G.2. Invoice Payment (via electronic funds transfer) - Prospective offerors should indicate in the space provided below the address to which payment should be mailed (or electronically transmitted) if such address is different from that shown on the Standard Form 33 or Standard Form 26.

Not Applicable

G.3 Payment/Invoice Procedures

(a) Invoice Submission - An invoice is the contractor's bill or written request for payment under this contract for services accepted by the Government in accordance with section E of this contract. The contractor shall prepare invoices and shall render a hardcopy original plus four (4) copies for all charges during the month immediately following the month in which the services are formally accepted by the Government. Invoices shall be submitted to the following addresses:

Original & 3 Copies

One Copy

A.I.D./FM/CMPD/DC
Room 700, SA-2
Washington, DC 20523-0209

COTR/Sean Walsh, PRE/H
Room 401, SA-2
Washington, DC 20523-0214

Note: Each invoice will cite the specific Task Order Numbers for which payment is being requested. Under the Prompt Payment Act, receipt by the Agency is considered to be performed upon receipt of the invoice by FM/CMPD/DC.

(b) Invoice Certification - The contractor shall submit invoices for services formally accepted under this contract to the addresses specified above. The COTR will check the invoices for the correctness and appropriateness of the charges and will ensure that chargeable items appearing on the invoices have been formally accepted by the Government. In the event that the COTR discovers any discrepancies in the invoice, the COTR will, in addition to following the requirements of the Prompt Payment Act, inform the Contracting Officer of such discrepancies. Under the advisement of the Contracting Officer, the COTR will take steps as necessary to resolve the discrepancy with the contractor and secure a corrected invoice from the contractor. Upon certification that the charges are correct and appropriate, the COTR will forward the approved invoices to the paying office specified above.

(c) Invoice Payment - For the purposes of this Section, "invoice payment" is a Government disbursement of monies to the Contractor under this Contract for services which are formally accepted by the Government. Invoices are payable in accordance with requirements of the Prompt Payment Act. Payment will be processed upon the approval of a proper invoice by the COTR and the financial voucher examiner. Payment shall be considered as being made on the day a check is dated or an electronic funds transfer is made.

G.4. Contracting Officer's Technical Representative (COTR) - The Contracting Officer's Technical Representative (COTR) or his designee is responsible for the day-to-day technical management of the contract and is responsible for ensuring that the terms and conditions of this contract fully support the technical requirements specified herein. In no event, will any understanding or agreement, modification, change order, or other matter which modifies the terms of the contract between the contractor and any person other than the Contracting Officer be effective and binding upon the Government.

(See FAR 52.243-2, Changes-Cost Reimbursement (AUG 1987), ALT. (APR 1984), for additional information. The contractor shall contact the COTR regarding problems or questions of a technical nature only.

When, in the opinion of the contractor, the COTR requests efforts outside the scope of the contract, the contractor will promptly notify the Contracting Officer in writing. No action will be taken by the contractor under such technical instructions until the Contracting Officer has determined if such effort is within the contract's scope.

The COTR is appointed by the Contracting Officer in writing. The following individual is hereby designated as the COTR:

Mr. Sean Walsh
A.I.D./PRE/H
Room 401, SA-2
Washington, DC 20523-0214
Telephone #: (202) 663-2557
Fax #: (202) 663-2552

(a) Responsibilities - Specific COTR responsibilities include, but are not necessarily limited to, the following:

1. Issuing and monitoring the task orders.
2. Alerting the Contracting Officer of any potential problems which might effect price, performance, schedules, etc.
3. Issuing requests to the Contracting Officer to redirect the contract effort, pursue inquiries, and perform liaison between user, the Contracting Officer, and the Contractor.
4. Assuming responsibility for the inspection and acceptance of services in accordance with Section E.
5. Providing information to the Contractor to assist in the interpretation of specifications or technical portions of the statement of work.
6. Monitoring services being performed to insure that the Contractor utilizes personnel meeting the qualifications specified in Section C.
7. Serving as a point of contact through which the contractor may relay questions or problems of a technical nature to the Contracting Officer.
8. Providing the Contracting Officer with a copy of all correspondence which is or may be related to contractual matters.
9. Resolving discrepancies resulting from the invoicing process.

(b) Limitations - Technical directions must be within the general scope of this contract. The COTR does not have the authority to issue any technical direction which:

1. Constitutes an assignment of additional work outside the general scope of this contract;
2. In any manner causes an increase or decrease in the total estimated contract performance;
3. Changes any of the expressed terms, conditions, or specifications of this contract.

(c) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation FAR and Agency for International Development Acquisition Regulation AIDAR. The Contractor and the COTR shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems.

THE COTR IS NOT AUTHORIZED TO CHANGE THE SCOPE OF WORK AS STATED IN THE CONTRACT, TO MAKE ANY COMMITMENTS OR OTHERWISE OBLIGATE THE GOVERNMENT OR AUTHORIZE ANY CHANGES WHICH AFFECT THE CONTRACT PRICE, TERMS OR CONDITIONS.

G.5 CONTRACTING OFFICER'S AUTHORITY - The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions.

In the event the contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and conditions.

G.6. CONTRACT ADMINISTRATION DATA

[The following information will be filled in at the time of contract award:]

PIO/T NO.: 110-0008-3-2662801
ALLOTMENT NO.: 270-68-110-00-69-21
APPROPRIATION NO.: 72-111/31037
BUDGET PLAN CODE NO.: WES2-92-36110-KG-12
TOTAL ESTIMATED CONTRACT AMOUNT: \$7,501,225
TOTAL AMOUNT OBLIGATED: \$1,200,000

END OF SECTION G

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1. WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) [FAR 28.305/REFERENCE SECTION I, FAR CLAUSE 52.228-3, (APR 1984)] AND AIDAR 752.228-3 - Under all A.I.D. direct contracts which involve any overseas performance, the contractor is required by law to provide overseas employees with workers' compensation insurance pursuant to the Defense Base Act (DBA) (42 U.S.C. 1651 et seq.) to be effective during the entire period of performance under this contract.

A.I.D. has a direct contract with CIGNA Corporation, Inc. which provides DBA coverage to all A.I.D. direct contractors at a guaranteed rate with no minimum premium. Effective July 1, 1992, the new rate is \$2.79 per \$100 of employee remuneration. Remuneration is defined as salary, plus overseas recruitment incentive and post differential. Existing policies will not be adjusted at this time, however, new and renewal coverage will be issued at the \$2.79 per \$100 rate.

The CIGNA coordinator for this DBA program is Wright and Company, 1400 I Street, NW, Suite 1100, Washington, DC 20005. Wright and Company may be telephoned at (202) 289-0200 with the DC Metropolitan area or at (800) 424-9801 from outside the DC Metropolitan area. Their telex is 440508.

H.2. COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS - In performing work under this contract, the contractor shall comply with all relevant federal, state and local statutes, ordinances, laws and regulations.

H.3. CONTRACTOR CHANGEOVER - In the event any follow-on to this contract is awarded to other than the contractor, the contractor will cooperate to the extent required to permit an orderly changeover to the successor contractor. See also FAR Clause 52.237-3 "Continuity of Services" (JAN 1991).

H.4. LIABILITY - The government shall not be held responsible for damages to property or for injuries or death to persons which might occur without fault on the part of the government as a result of, or incident to, performance of the contract.

H.5. PERMITS AND RESPONSIBILITIES FOR WORK - The contractor shall obtain all licenses and permits required for the prosecution of the work. He shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work.

H.6. RIGHTS OF THE GOVERNMENT TO PERFORM FUNCTIONS WITH ITS OWN PERSONNEL - The Government reserves the right to perform or supplement performance of contract functions with government personnel during periods of disaster, war, emergencies, police action, or acts of God.

H.7. SUPERVISION - The government shall not exercise any supervision or control over the contractor's employees performing services under this contract. Such employees shall be accountable not to the government, but solely to the contractor, who in turn is responsible to the government.

H.8. TRAVEL OF CONTRACT EMPLOYEES

(a) During performance of the contract it may become necessary for contractor personnel to perform temporary duty at sites outside the principal place of performance. The contractor shall use the most economical means of transportation and accommodations.

(b) The reimbursement of all travel expenses shall be in accordance with section 31.205-46 of the FAR or OMB Circular A-122, whichever is applicable. The rule for the determination of reasonable and allowable travel costs shall be the Federal Travel Regulations.

(c) All employees requiring housing at post will do so in accordance with the Government Travel Regulations and will confer with the A.I.D. Contract and Project Officer for the appropriate arrangements, when needed.

H.9. DEBARMENT, SUSPENSION, AND INELIGIBILITY - SUBCONTRACTORS - The prime contractor will be solely responsible to ensure that no subcontract is awarded under this contract (at any tier) with firms or individuals listed in the GSA Consolidated List of Debarred, Suspended, or Ineligible Contractors. The government reserves the right to request a complete list of subcontractors from the prime contractor prior to commencement of work and at any time during the performance of subject contract.

H.10. SERVICE CONTRACT ACT WAGE DETERMINATION - Service Contract Act Wage Determination will be incorporated as a modification of this contract upon its receipt.

H.11. IDENTIFICATION OF EMPLOYEES - The contractor shall be responsible for furnishing to each employee and for requiring each employee engaged on this project to display such identification as may be approved by the Contracting Officer.

H.12. LIMITATION ON USE, DUPLICATION, DISCLOSURE OF TECHNICAL DATA - Certain data which may be furnished by the government to the contractor under this contract have been obtained by the government subject to restriction upon disclosure. Such data or restricted portions are marked with an appropriate legend. Contractor shall abide by the restrictions appearing on such data and shall not reproduce such data in whole or in part without reproducing such restrictions.

H.13. PURCHASES OF FACILITIES/CAPITAL ASSETS - Contractor purchase of facilities/capital assets and equipment is NOT authorized without prior written authorization by the Contracting Officer

H.14. SEVERANCE PAY - Severance pay shall not be considered as an allowable direct cost under this contract.

H.15. FEES, LICENSES, PERMITS, ETC - The contractor shall secure and pay all fees for licenses, permits, and royalties and provide for such other requirements necessary to procure all necessary research materials in order to conduct the work under this contract.

H.16. OFFEROR AND/OR CONTRACTOR RESPONSIBILITY - The Contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property including any equipment, supplies, accessories or items (including vehicles) furnished, which in his custody or care for the storage, repairs, or services to be performed under the terms and conditions for this contract, resulting from the negligent acts or omissions of the Contractor any subcontractor, employee, agent or representative of the Contractor or Subcontractor.

The offeror shall acquaint himself with all available information regarding difficulties which may be encountered and the conditions under which the work must be accomplished under the contract. The contractor will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein because of his failure to investigate the conditions or to become acquainted with all information concerning the services to be performed.

H.17. Personnel Compensation

(a) Definitions - As used herein, the terms "Salaries" "Wages," "Consultant Fees," and "Compensation" mean the periodic remuneration received by personnel for professional or technical services rendered, exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses as defined in the clause of this contract entitled "Differentials and Allowances" AIDAR 752.7028, unless otherwise stated. The terms "Compensation," "Salaries," "Wages," and "Consultant Fees" include payments for personal services (including fees and honoraria). It excludes earning 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.

1. As used herein, the term "Employee" means a direct full time employee who works a normal work week, is eligible for all fringe benefits, is generally compensated on a salary basis, is provided with working space on the contractor's premises, and whose compensation is reported on IRS Form W-2.

2. As used herein, the term "Consultant" means an individual who is not an employee, but who is engaged from time to time, who does not share in the contractor's fringe benefits package, and for whom the contractor does not specifically maintain office space. Consultant fees for such individuals are reported on IRS Form 1099 rather than Form W-2.

3. "Personnel" means both employees and consultants.

(b) Limitations - Compensation of personnel which is charged as a direct cost under this contract, like other costs, will be reimbursable in accordance with section B.7 of this contract and the clause 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. Initial Salaries: The reimbursement level for the initial starting salaries of all professional technical and managerial/administrative 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 5. below.

5. 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 directly under this contract, A.I.D. shall reimburse the contractor for one annual salary increase of not more than 7.5% of the employee's base salary, subject to the Contractor's established policy and practice, either after the employee's completion of each 12 month period of satisfactory performance under this contract (if the individual was not an employee of the contractor's prior to the award of this contract) or after the employee's completion of each 12 month period of satisfactory job performance as an employee of the contractor (if the individual was an employee of the contractor's prior to award of this contract), provided however, that composite annual salary increases for all such employees will not exceed 5.0%. Reimbursement for annual salary increases of any kind exceeding these limitations or which cause the employee's salary to exceed the maximum of FS-1 must have the advance written approval of the Contracting Officer. Reimbursement for annual salary increases for subcontractor employees shall be in accordance with the Contractor's original proposal and/or best and final offer which was accepted by A.I.D..

6. Consultants: No compensation for consultants will be reimbursed unless the A.I.D./COTR has reviewed and approved, in advance, in writing, the consultant's c.v. and a scope of work for their use under the contract; and if such provision has been made or approval given, compensation shall not exceed, without specific approval of the rate by the Contracting Officer, i. 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 ii. the maximum daily salary rate of FS-1, whichever is less. Consultants who are used more than once will be required to submit their CV's for each consulting assignment to the A.I.D./COTR to ensure that their credentials match the scope of work.

7. 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./COTR. 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.

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 paragraphs 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 2 or Section B of this contract).

8. Work Week:

- Non-Overseas Employee: The work week for the Contractor's nonoverseas employee 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 A.I.D. Mission and the Cooperating Country associated with the work of this contract.

H.18. 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.

H.19. Small Business and Small Disadvantaged Business 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 section H.20 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. Prior to the commencement of work by any subcontractors, all subcontracts must have the written approval of the A.I.D. Contracting Officer.

The Director of the Office of Small and Disadvantaged Business Utilization (OSDBU/MRC), U.S.A.I.D., Room 1200A, SA-14, Washington, DC 20523-1414 is hereby designated as the Contracting Officer's representative, responsible for assisting the Contracting Officer 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).

The contractor shall submit the SF 294 and SF295 subcontracting reports required by FAR 52.219-9(c)(10) to the Director of OSDBU/MRC at the address shown above.

H.20. Purchase of General Equipment and ADPE - The contractor must obtain the specific approval of the Contracting Officer for any purchases of automated data processing equipment (ADPE), such as computers, word processors, 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 the A.I.D. Information Resources Management (FA/IRM) Bureau prior to providing any such approvals to the contractor.

Approval is hereby provided for the purchase/lease of the following items of nonexpendable equipment:

<u>Item Description</u>	<u>Quantity</u>
Photocopy machines	4 ea.
Fax machines	4 ea.
Laptop computers	4 ea.
Laser printers	4 ea.
Modems	4 ea.
Computer Software sets	4 ea.

Notwithstanding the foregoing, prior to purchasing any nonexpendable equipment, the contractor shall perform an analysis of the cost of purchasing such equipment versus 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.21. 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, "Government Property - A.I.D. Reporting Requirements" AIDAR 752.245-70, and "Title To and Care of Property" AIDAR 752.245-71.

END OF SECTION H

PART II, SECTION I

CONTRACT CLAUSES

1. CLAUSES INCORPORATED BY REFERENCE (JUN 1988) (FAR 52.252-2; 52.107(b)).

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.

1. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NO.	FAR CLAUSE NUMBER	REQUIRED BY	TITLE	DATE
2.	52.202-1	2.2	Definitions	APR 1984
3.	52.203-1	3.102-2	Officials Not to Benefit	APR 1984
4.	52.203-3	3.202	Gratuities	APR 1984
5.	52.203-5	3.404(c)	Covenant Against Contingent Fees	APR 1984
6.	52.203--6	3.503-2	Restrictions on Subcontractor Sales to the Government	JUL 1985
7.	52.203-7	3.502-3	Anti-Kickback Procedures	OCT 1988
8.	52.203-9	3.104-10(b)	Requirement for Certificate of Procurement Integrity -Modification	NOV 1990
9.	52.203-10	3.104-10(c)	Price or Fee Adjustment for Illegal or Improper Activity	SEP 1990
10.	52.203-12	3.808	Limitations on Payments to Influence Certain Federal Transactions	JAN 1990

- | | | |
|---------------|--|----------|
| 11. 52.203-13 | 3.104-10(d) Procurement Integrity
-Service Contracting | SEP 1990 |
| 12. 52.204-2 | 4.404(a) Security Requirements | APR 1984 |
| 13. 52.208-1 | 8.203-1(a) Required Sources
for Jewel Bearings and Related Items | APR 1984 |
| 14. 52.209-6 | 9.409(b) Protecting the
Government's Interest
When Subcontracting
With Contractors Debarred,
Suspended, or Proposed for
Debarment | JUN 1991 |
| 15. 52.212-13 | 12.505(b) Stop-Work Order
Alternate I | AUG 1989 |
| 16. 52.215-1 | 15.106-1(b) Examination of
Records by Comptroller General | APR 1984 |
| 17. 52.215-2 | 15.106-2(b) Audit - Negotiation | DEC 1989 |
| 18. 52.215-22 | 15.804-8(a) Price Reduction for
Defective Cost or Pricing Data | JAN 1991 |
| 19. 52.215-24 | 15.804-8(c) Subcontractor Cost or
Pricing Data (Deviation) | APR 1985 |
| | (d) The \$500,000 threshold
shall revert to \$100,000 after
December 31, 1995. | |
| 20. | Deleted | |
| 21. | Deleted | |
| 22. 52.215-27 | 15.804-8(e) Termination of Defined
Benefit Pension Plans | SEP 1989 |

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|---------------|--|----------|
| 23. 52.215-31 | 15.904(b) Waiver of Facilities Capital
Cost of Money | SEP 1987 |
| 24. 52.215-32 | 15.813-7(a) Certification of Commercial
Pricing for Parts or
Components | JUL 1990 |
| 25. 52.215-33 | 15.406-3(b) Order of Precedence | JAN 1986 |
| 26. 52.215-39 | 15.804-8(f) Reversion or Adjustment of
Plans for Postretirement
Benefits Other than Pensions | JUL 1991 |
| 27. 52.216-07 | 16.307(a) Allowable Cost and Payment | JUL 1991 |
| 28. 52.216-08 | 16.307(b) Fixed Fee | APR 1984 |
| 29. 52.217-8 | 17.208(f) Option to Extend Services | AUG 1989 |
| 30. 52.217-9 | 17.208(g) Option to Extend the Term
of the Contract
(a) 10 days (c) shall not exceed
five years | MAR 1989 |
| 31. 52.219-8 | 19.708(a) Utilization of Small Business
Concerns and Small
Disadvantaged Business
Concerns | FEB 1990 |
| 32. 52.219-9 | 19.708(b) Small Business and Small
Disadvantaged Business Sub-
contracting Plan | JAN 1991 |
| 33. 52.219-13 | 19.902 Utilization of Women-Owned
Small Businesses | Aug 1986 |
| 34. 52.219-16 | 19.708(b) (2) Liquidated Damages
- Small Business
Subcontracting Plan | AUG 1989 |
| 35. 52.220-1 | 20.103(b) Preference for Labor
Surplus Area Concerns | APR 1984 |
| 36. 52.220-3 | 20.302(a) Utilization of Labor
Surplus Area Concerns | APR 1984 |

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37. 52.222-02	22.103-5(b) Payment for Overtime Premiums	JUL 1990
38. 52.220-4	20.302(b) Labor Surplus Area Sub- contracting Program	APR 1984
39. 52.222-1	22.103-5(a) Notice to the Government of Labor Disputes	APR 1984
40. 52.222-3	22.202 Convict Labor	APR 1984
41. 52.222-26	22.810(e) Equal Opportunity	APR 1984
42. 52.222-28	22.810(g) Equal Opportunity Preaward Clearance of Subcontracts	APR 1984
43. 52.222-29	22.810(h) Notification of Visa Denial	APR 1984
44. 52.222.35	22.1308 Affirmative Action for Special Disabled and Vietnam Era Veterans	APR 1984
45. 52.222-36	22.1408 Affirmative Action for Handi- capped Workers	APR 1984
46. 52.222-37	22.1308(b) Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era	JAN 1988
47. 52.222-41	22.1006(a) Service Contract Act of 1965 - As amended	MAY 1989
48. 52.222-43	22.1006(c) (1) Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts)	MAY 1989
49. 52.222-47	22.1006(d) Service Contract Act (SCA) 22.1006(d) (1) Minimum Wages and Fringe Benefits	MAY 1989
50. 52.223-2	23.105(b) Clean Air and Water	APR 1984
51. 52.223-6	23.505(b) Drug-Free Workplace	JUL 1990

52.	52.224-1	24.104	Privacy Act Notification APR 1984
49.	52.224-2	24.104	Privacy Act APR 1984
50.	52.225-3	25.109(d)	Buy American - Supplies JAN 1989
51.	52.225-11	25.704	Restrictions on Certain Foreign Purchases APR 1991
52.	52.225-13	25.1005(b)	Restrictions on Contracting with Sanctioned Persons APR 1991
53.	52.225-14	25.902	Inconsistency between English Version and Translation of Contract AUG 1989
54.	52.227-14	27.409(a)	Rights in Data-General JUN 1987
55.	52.227-16	27.409(h)	Additional Data Requirements JUN 1987
56.			Deleted
57.	52.228-03	28.309(a)	Workers' Compensation Insurance (Defense Base Act) APR 1984
58.	52.229-3	29.401-3	Federal , State, and Local Taxes JAN 1991
59.	52.229-5	29.401-5	Taxes - Contracts Performed in US Possessions or Puerto Rico APR 1984
60.	52.229-8	29.402-2(a)	Taxes-Foreign Cost-Reimbursement MAR 1990
61.	52.230-3	30.201-4(a)	Cost Accounting Standards SEP 1987
62.	52.230-4	30.201-4(b)	(1)Administration of Cost Accounting Standards SEP 1987

63.	52.232-17	32.617(a) Interest	JAN 1991
64.	52.232-18	32.705-1(a) Availability of Funds	APR 1984
65.	52-232-22	32.705-2(c) Limitation of Funds	APR 1984
66.	52.232-23	32.806(a)(1) Assignment of Claims	JAN 1986
67.	52.232-25	32.908(c) Prompt Payment	APR 1989
68.	52.232-28	32.908(d) Electronic Funds Transfer Payment Method	APR 1989
69.	52.233-1	33.214 Disputes, Alt I	DEC 1991
70.	52.233-3	33.106(b) Protest After Award	AUG 1989
71.	52.237-3	37.110(c) Continuity of Services	JAN 1991
72.	52.237-8	37.110(f) Severance Payments to Foreign Nationals Employed under a Service Contract performed Outside the United States	JAN 1991
73.	52.243-2	43.205(b)(1) Changes-Cost Reimbursement Alternate I	AUG 1987 APR 1984
74.	52.243-07	43.107 Notification of Changes	APR 1984
75.	52.244-02	44.204(b) Subcontracts (Cost Reimbursement and Letter Contracts)	JUL 1985
76.	52.244-05	44.204(e) Competition in Subcontracting	APR 1984
77.	52.245-05	44.106(f)(1) Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour)	JAN 1986
78.	52.246-03	46.303 Inspection of Supplies - Cost Reimbursement	APR 1984
79.	52.246-05	46.305 Inspection of Services - Cost Reimbursement	APR 1984

80. 52.246-25	47.805(a)	Limitation of Liability - Services	APR 1984
81. 52.247-63	47.405	Preference for U.S. Flag Air Carriers	APR 1984
82.52.247-64	47.507(a)	Preference for Privately-Owned U.S. Flag Commercial Vessels	APR 1984
83. 52.249-6	49.503(a) (1)	Termination (Cost Reimbursement)	MAY 1986
84. 52.249-14	49.505(d)	Excusable Delays	APR 1984
85. 52.251-2	51.205	Interagency Fleet Management System (IFMS) Vehicles and Related Services	JAN 1991
86. 52.253-1	53.111	Computer Generated Forms	JAN 1991

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A.I.D. SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES

AID CLAUSE NUMBER	REQUIRED BY	TITLE	DATE
52.202-1	Alt 70	AID Definition Clause Gen- eral Supplement for Use in all AID Contracts	JAN 1990
52.202-1	Alt 72	AID Definitions Clause Supplement for AID contracts involving Performance Over- seas	DEC 1986
752.203-1		Officials Not to Benefit	APR 1984
752.204-2		Security Requirements	APR 1984
752.209-70		Requirement for Past Performance References	NOV 1982
752.219-8		Utilization of Small Business Concerns and Small Disadvan- taged Business Concerns	FEB 1990
752.226-2		Subcontracting with Dis- advantaged Enterprises	APR 1991
752.228-3		Worker's Compensation Insurance (Defense Base Act)	APR 1989
752.228-70		Insurance - Liability to Third Persons	DEC 1988
752.245-70		Government Property	DEC 1989
752.245-71		Title to and Care of Property	APR 1984
752.7001		Biographical Data	DEC 1988
752.7002		Travel & Transportation	JAN 1990

752.7003	Documentation For Payment	APR 1984
752.7004	Source and Nationality Requirements	APR 1989
752.7005	Language, Weights, and Measures	APR 1984
752.7006	Notices	APR 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
752-7013	Contractor-Mission Relationship	OCT 1989
752.7015	Use of Pouch Facilities	APR 1984
752.7017	Local Cost Financing with U.S. Dollars	APR 1984
752.7025	Approvals	APR 1984
752.7026	Reports	OCT 1989
752.7027	Personnel	DEC 1990
752.7028	Differentials and Allowances	DEC 1988
752.7029	Post Privileges	DEC 1990
752.7031	Leave and Holidays	OCT 1989
752.7032	International Travel Approval and Notification Requirements	JAN 1990
752.7033	Physical Fitness	DEC 1990
752.7034	Acknowledgement and Disclaimer	DEC 1991

STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
(FAR 52.222-42; 22.1006(b))

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION. THE BELOW INFORMATION IS FOR ILLUSTRATIVE PURPOSES, AND IS ONLY AN EXAMPLE OF THE SALARIES AND BENEFITS THAT WOULD BE PAYABLE TO A U.S. FEDERAL EMPLOYEE HIRED BY THIS AGENCY TO PERFORM THE SERVICES DESCRIBED HEREIN. IT IS NOT REQUIRED THAT THE OFFEROR USE THE SAME RATES.

(a) Employee Classes Monetary Wage (per hour)

To Be Filled in Upon Receipt of DOL Information

(b) Fringe Benefits

Annual Leave

13 days paid per year for up to 3
years service;
20 days paid per year for 3 to 15
years service;
26 days paid per year for 15 and
more years of service

Sick Leave

13 days paid per year

Holidays

10 days paid per year

Health Insurance

Employer pays 35-50% of premiums

Life Insurance

Employer pays 50% of Group
policies

Retirement

Employee contributes 7% of
employee's base pay

**SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS
(MAY 1989) (FAR 52.222-47; 22.1006(d) AND 22.1012-3(d)(1))**

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor N/A and the N/A (union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of the clause at 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

**AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (52.252-6;
52.107(f)).**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any AID FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by an addition of "(DEVIATION)" after the name of the regulation.

END OF SECTION I

PART III, SECTION J

LIST OF ATTACHMENTS

- J.1 A.I.D. Form 1420-17 - Contractor Employee Biographical Data Sheet
- J.1 Annual Report of Government Property in Contractor's Custody

PART IV, SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFEROR

This section is incorporated by reference into the contract.

CONTRACTOR EMPLOYEE BIOGRAPHICAL DATA SHEET
(SEE PRIVACY ACT STATEMENT ON REVERSE)

INSTRUCTIONS: Submit in triplicate to contracting officer. See reverse for Contractor Certification.

1. Name (Last, First, Middle) <input type="checkbox"/> Mr. <input type="checkbox"/> Mrs. <input type="checkbox"/> Miss <input type="checkbox"/> Ms.		2. Contractor's Name	
3. Address (include ZIP code)		4. Contract No.	5. Position Under Contract
9. Telephone Number (include area code)	10. Marital Status <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Other (specify)	6. Proposed Salary	7. Country of Assignment
12. Date of Birth	13. Place of Birth	8. Duration of Assignment	
14. Citizenship (if non-U.S. citizen, give visa status)		11. Names and Ages of Dependents to Accompany Individual (if applicable)	

15. EDUCATION (include all secondary, business college or university training)

NAME AND LOCATION OF INSTITUTION	MAJOR SUBJECTS	Credits Completed		Type of Degree	Date of Degree
		Semester Hours	Quarter Hours		

16. EMPLOYMENT HISTORY

- Give last three (3) years. Continue on reverse to list all employment related to duties of proposed assignment.
- Salary definition - basic periodic payment for services rendered. Exclude bonuses, profit-sharing arrangements, commissions, consultant fees, extra or overtime work payments, overseas differential, or quarters, cost of living or dependent education allowances.

POSITION TITLE	EMPLOYER'S NAME AND ADDRESS	Dates of Employment (Mo., Yr.)		Salary	
		From	To	Dollars	Per

17. SPECIFIC CONSULTANT SERVICES (give last three (3) years)

SERVICES PERFORMED	EMPLOYER'S NAME AND ADDRESS	Dates of Employment (Mo., Yr.)		DAILY RATE
		From	To	

18. LANGUAGE PROFICIENCY

LANGUAGE	Speaking			Reading			Writing			Understanding		
	Fair	Good	Excl.	Fair	Good	Excl.	Fair	Good	Excl.	Fair	Good	Excl.

19. Special Qualifications (honors, professional societies, special licenses, publications, research, special skills, and relevant education not previously mentioned; use reverse side of form, if necessary)

20. CERTIFICATION: To the best of my knowledge, the above facts as stated are true and correct.

Signature of Employee	Date
-----------------------	------

CONTRACTOR'S CERTIFICATION (To be completed by responsible representative of Contractor)

- A. I hereby certify that ('X' appropriate box):
- The initial salary proposed herein meets the salary standards prescribed in the contract.
 - The salary increase proposed herein conforms to the customary policy and practice for this organization for periodic salary increases.
- B. Justification or Remarks:

BEST AVAILABLE COPY

Signature	Title	Date
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PRIVACY ACT STATEMENT

The following statement is required by the Privacy Act of 1974 (Public Law 93-579; 88 Statute 1898):

The information requested on this form is needed by A.I.D. to evaluate your suitability for the position for which you have been nominated as a contract employee. It is necessary that you provide the information for A.I.D. to consider your nomination. The Foreign Assistance Act of 1981, as amended, constitutes authority for its collection.

Employers and educational institutions you met may be contacted for verification of the information provided. Disclosure may otherwise be made in whole or in part to any (a) foreign government concerned if required by that government in connection with their review of your nomination and (b) pursuant to any other applicable routine use listed under A.I.D.'s Civil Service Employee Office Personnel Record System, AIO-2 in A.I.D.'s Notice of Systems of Records for implementing the Privacy Act as published in the Federal Register, or (c) when disclosure without the employee's consent is authorized by the Privacy Act and provided for in A.I.D. Regulation 18. (A copy of the Regulation and Notice of System of Records is available from A.I.D. Resources Management Division on request.)

PAPERWORK REDUCTION ACT NOTICE

Public reporting burden for this collection of information is estimated to average thirty minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to:

Agency for International Development
Office of Procurement Policy, Planning & Evaluation, MS/PPE
Washington, DC 20523-1436;
and
Office of Management and Budget
Paperwork Reduction Project (0412-0620)
Washington, DC 20503

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**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 Non- Expendable Property
-------------------	--	---

A Value of property as of last report.

B. Transactions during this reporting period.

1. Acquisitions (add):
 - a. purchase 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.

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.

PROPERTY INVENTORY VERIFICATIONS

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability

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