

**AWARD/CONTRACT**

THIS CONTRACT IS A RATIO ORDER UNDER DPAS (15 CFR 300)

TRADING

PAGE 1 OF 31 PAGES

CONTRACT NO. **DPE-0016-Q-U0-1002-U0** EFFECTIVE DATE **See Block 20C** REQUISITION/PURCHASE REQUEST PROJECT NO. **N/A** **FD-NBHT-146**

ISSUED BY **Agency for International Development** CODE **Office of Procurement**  
**Health & Population Branch**  
**Washington, D.C. 20523-1430**

ADMINISTERED BY (if other than item 5) **Project Office: APRE/EM** CODE **---**

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)  
**Price Waterhouse**  
**Office of Government Services**  
**1801 K Street, N.W.**  
**Washington, D.C. 20006**

8. DELIVERY  
 FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT  
**None**

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM **See Block 12**

TIN: **13-5326270**  
 DUNS No.: **06-486-1172**

11. SHIP TO/MARK FOR **See Block 6** FACILITY CODE **---**

12. PAYMENT WILL BE MADE BY **Agency for International Development** CODE **---**  
**FM/CMP/DC, Room 700, SA-2**  
**Washington, D.C. 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)

14. ACCOUNTING AND APPROPRIATION DATA  
**See Individual Delivery Orders**

15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
	REQUIREMENTS CONTRACT for technical services in support of the Agency's Privatization and Development Project. Specific services shall be implemented through discrete Delivery Orders. This contract may only be used in conjunction with Contract DPE-0016-C-00-1001-00.				

15G. TOTAL AMOUNT OF CONTRACT **S -0-**

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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 return 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. (Attachments are 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 consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)  
**Juan C. Acebal - PARTNER**

20A. NAME OF CONTRACTING OFFICER  
**Stephen A. Dean**

19B. NAME OF CONTRACTOR  
**Price Waterhouse**

19C. DATE SIGNED  
**12/20/90**

20B. UNITED STATES OF AMERICA  
 BY **Stephen A. Dean** (Signature of Contracting Officer)

20C. DATE SIGNED  
**DEC 20 1990**

## SECTION B - SERVICES AND PRICES

### B.1. PURPOSE

The purpose of this time-and-materials Requirements Contract is to provide U.S.A.I.D. Missions and central A.I.D. Bureaus/Offices with technical services necessary to implement the Privatization and Development project. Specific services will be requested via "Delivery Orders," issued by the cognizant Contracting Officer, in accordance with the clause of this contract entitled "Ordering".

### B.2. DELIVERY ORDER PRICES

Delivery Orders will contain fixed daily rates for all direct labor furnished by the Contractor under the Delivery Order. Fixed daily rates shall include salaries and wages, payroll costs (fringe benefits, FICA, etc.), indirect costs, and profit, if any. In addition to fixed daily rates for direct labor, other direct costs necessary for the performance of the work such as travel and subsistence expenses, Defense Base Act (DBA) insurance premiums, pre-departure physical examinations and inoculations, and visas, may be authorized on a reimbursement basis in the Delivery Order. No indirect costs or profit will be applied to other direct costs.

### B.3. FIXED DAILY RATES

- a. The Contractor shall be paid for authorized services provided under Delivery Orders issued hereunder at fixed daily rates which shall include salaries and wages, payroll costs (fringe benefits, FICA, etc.), indirect costs, and profit, if any, computed as set forth in this paragraph B.3. and applied to direct labor days of work performed. At posts where Danger Pay allowance is granted, the fixed daily rate may include this allowance. See Section H.
- b. The length of the Contractor's overseas work day shall coincide with the work day for employees of the A.I.D. Mission. The length of the Contractor's U.S. workday shall be in accordance with the Contractor's established policies and practices. The fixed daily rate for a fractional part of a day shall be pro-rated. No overtime, overseas allowance, or premium pay will be paid.
- c. A fixed daily rate will be established in each Delivery Order for each individual to be furnished by the Contractor under the order. Fixed daily rates are determined by multiplying the individual's daily salary by the multiplier

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set forth in the contract. The daily salary is computed by dividing the individual's annual salary/compensation by 260, the standard number of work days in a year. The annual salary/compensation which will be used to determine the daily rate will be negotiated for each individual nominated for work under each Delivery Order.

- d. The fixed daily rates established in the Delivery Orders are not subject to revision.
- e. The fixed multiplier for the life of this five year contract is 2.65.

NOTE: As used herein, the term salaries/wages shall include fees paid to individuals who are not in the Contractor's direct labor distribution base and whose compensation is reported on IRS Form 1099 rather than Form W-2.

#### B.4. GOVERNMENT REQUIREMENT

This contract provides for A.I.D. Missions and other AID/W Bureaus and Offices to access resources and expertise developed by and under the core contract number DPE-0016-C-00-1001-00. Requirements to be fulfilled under this contract are limited to services, reports and other deliverables from the Contractor which are directly related and complementary to, and within the scope and in furtherance of, contract number DPE-0016-C-00-1001-00.

#### B.5. MAXIMUM ORDERING LIMITATION

The Government is required to order any services with Section C. which arise from resources and expertise developed by and under Contract No. DPE-0016-C-00-1001-00. The Contractor is required to provide a minimum of 1000 person-months of services during the contract period if ordered by the Government. Under this contract A.I.D. is required to order all technical assistance in support of the Privatization and Development Project.

#### B.6. DEFINITIONS

##### a. Annual Salary

The annual salary of an employee is that individual's basic compensation exclusive of fringe benefits, travel incentives, housing allowances, differentials, or other bonuses.

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b. Daily Salary

The daily salary of an employee is established by dividing the annual salary of the individual by 260, the number of work days in a year.

c. Fixed Daily Rate

An individual's fixed daily rate is established by multiplying his/her daily salary by a "multiplier".

d. Multiplier

A multiplier is a factor which, when applied to an individual's direct daily salary allows the Contractor to recover various costs - payroll (FICA, fringe benefits, workers' compensation, etc.), overhead and profit or fee, if any. The multiplier set forth in B.3.e. is fixed for the life of this contract.

END OF SECTION B

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## SECTION C - STATEMENT OF WORK

### C.1. TITLE

Privatization and Development Project

### C.2. BACKGROUND

It is the conviction of the Agency for International Development that the best way to address basic human needs is to promote self sustaining economic growth. Experience has demonstrated that a healthy independent private sector operating in a truly open and competitive environment provides the best vehicle for promoting the goals of economic efficiency and growth.

In the past 25 years the role of State Owned Enterprises (SOEs) in developing nations has been large, and until recently, growing. Partially in reaction to their colonial past, many newly independent nations implemented vigorous policies to bring major elements of the economy under government control. Over time, SOEs created huge budgetary claims in the developing world with a commensurate crowding out of private sector investment. Although there are a few examples of SOEs which run on a profitable basis, the public sector in most developing nations is characterized by firms which run staggering losses.

Economic necessity has recently caused many countries to begin to confront the abysmal record of SOE performance directly. Pragmatic rather ideological concerns have initiated a movement toward divestiture and privatization. Examples of countries designing and implementing ambitious privatization programs include countries such as Poland and Hungary. In many developing countries, an inappropriate public/private sector mix makes divestiture and privatization an essential prerequisite for sound economic growth.

### C.3. PREVIOUS PROJECT

A.I.D. has supported and promoted privatization in the developing world since 1985 through the Divestiture and Privatization Project (940-0008). Under this project, a two year \$4.9 million contract was awarded to Analysis Group International, now known as Scientex. The contract established the Center for Privatization (CFP), a consortium of six companies to provide expert advisory services to governments and private firms in developing countries on privatization and divestiture. The contract provided central funding for numerous tasks designed to advance the Agency's privatization objectives and allow overseas A.I.D. missions to buy-in to the contract to obtain needed technical assistance.

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Since its inception in 1985, CFP has made a significant contribution towards advancing the Agency's privatization objectives in the developing world. A number of countries, such as Honduras and Tunisia, have worked with CFP to establish formal long-term privatization programs. Honduras, which had a 3-man CFP team resident in-country from mid 1987 until late 1989, completed 14 privatization operations with three more in final negotiations. These seventeen privatization operations will reduce outstanding foreign obligations by U.S. \$47 million and raise U.S. \$6.4 million equivalent in cash. The Tunisia privatization program became active in 1987 and CFP provided two long-term advisors in late 1988. Of the approximately 200 SOEs in Tunisia, 19 have been privatized and another 40 have been identified by the government for privatization in the next several years.

In addition to providing long and short-term technical assistance, CFP established an extensive bibliography and library of publications on privatization, consisting of over 600 computerized annotated entries. They have produced and issued a number of publications on privatization, including 63 country specific reports and 20 publications of general interest, such as a "Privatization Conference Planning Guide" and a paper entitled "Why Privatize." CFP has also planned and implemented 6 conferences and management seminars on privatization involving 525 participants from 24 countries. They have established a working relationship with other donor agencies, including a formal arrangement to collaborate with UNIDO to review and examine national experiences in privatization and to assist in the preparation of a clearly articulated policy-framework which will constitute UNIDO's guideline in the field of privatization.

#### C.4. A.I.D. PRIVATIZATION OBJECTIVES

Conceptually, developing nations may be placed into four rough categories with respect to their privatization efforts.

Category One -- Countries which do not now have and are not actively considering development of a privatization program. Decision makers in these countries typically are not persuaded that the process is politically feasible or that the potential economic benefits warrant taking on this difficult task.

Category Two -- Countries which do not now have an active privatization program but whose decision makers have shown an interest. Typically the leadership in these countries has some understanding of the potential economic benefits which may result but are unsure how to proceed. Assistance in this case involves formulating a privatization strategy or action plan.

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Category Three -- Countries which have active privatization programs but who require outside technical assistance to confront specific technical implementation problems. These problems may be specific to one transition, such as establishing a sales price for a given asset, or process related, like the establishment of legislation to facilitate the use of Employee Stock Ownership Plans (ESOPs).

Category Four -- Countries which have mature privatization programs and who no longer need donor assistance. These countries have either developed the expertise in country to implement their programs or have been able to obtain needed technical assistance from commercial sources. Alternatively, these are countries with limited public ownership of productive assets, where government involvement is centered in traditional and generally accepted areas.

It is the objective of the Agency for International Development to assist recipient countries to progress along this privatization spectrum by helping decision makers recognize the potential benefits which divestiture and privatization can bring, assisting in establishment and implementation of effective privatization strategies and programs, providing technical assistance to overcome specific technical problems which occur during implementation, and helping countries graduate with respect to their need for further donor assistance in the field of privatization.

#### C.5. SCOPE OF WORK

- a. The Contractor shall adhere to the following guidelines:
- 1) GOAL--the contract goal shall be to foster economic efficiency and growth by assisting developing nations to privatize assets currently owned by the public sector.
  - 2) PURPOSE--the purpose of the contract shall be to:
    - a. Assist decision makers in A.I.D. recipient countries to recognize and understand the potential economic benefits of privatization;
    - b. Assist A.I.D. recipient countries to develop and implement effective privatization strategies and programs;
    - c. Provide technical assistance to A.I.D. recipient countries to address specific implementation tasks related to privatization; and,

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d. Help A.I.D. recipient countries develop the capacity to independently implement their privatization programs without need of further donor assistance.

3) **SPECIFIC REQUIREMENTS--**

a. Develop and implement a mechanism for monitoring and evaluating privatization efforts in A.I.D. recipient countries worldwide, including the activities of other donor agencies.

b. Develop a framework for identifying target countries in which project interventions have high potential for success in initiating or advancing a privatization process.

c. Provide a method for advancing interest and knowledge of privatization activities and techniques among the decision makers of the developing world.

d. Provide a vehicle for assisting overseas A.I.D. missions and host countries in developing and implementing an effective privatization strategy or action plan.

e. Provide A.I.D. with the capability of providing high quality technical assistance on short notice in a wide range of skill areas related to privatization.

f. Allow overseas A.I.D. mission to procure technical services using mission funds by means of a contract buy-in mechanism.

g. Provide a means for gathering and distilling experience in selected important aspects of privatization. These analyses will integrate the lessons learned into useful guidance which will be widely disseminated to privatization practitioners, government officials, and the donor community - including A.I.D.

**C.6. DELIVERY ORDERS**

A.I.D. will prepare separate statements of work and budgets for mission-funded activities. These statements will be jointly approved by the A.I.D./W and mission project officers responsible for the project, and will be negotiated under this contract as delivery orders under this contract. The details of

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In-depth field assignments will be incorporated in the annual work plan. While buy-ins are generally (although not necessarily) expected to range between \$25,000 and \$250,000 all buy-ins of any size must be germane to the contract purpose.

#### C.7. CATEGORIES OF SPECIALISTS

The following is a list of the essential functional labor specialties which represent the Government's minimum personnel requirements for this contract as proposed by the Contractor in response to the solicitation and accepted by the Government. The Contractor must provide qualified personnel in all of the essential functional labor specialties.

Project/Task Manager	Accountant
System Analyst	Strategic Planner
Financial Analyst	Economist
Management Consultant	Investment Banker
Public Policy Specialist	Engineer
Privatization Specialist	Marketing Specialist
Operations Specialist	Organizational Specialist
Legal Advisor	Public Relations Specialist
Valuations Specialist	Industry Specialist
Research Specialist	Tax Specialist
Capital Market Specialist	Labor Specialist
Trainer	Professional Assistant
Intern	

END OF SECTION C

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SECTION D - PACKAGING AND MARKING

D.1. REPORTS

Pursuant to the clause of this contract entitled, "Reports" (AIDAR 752.7026 & Alternate 70), the cover page of all reports prepared by the Contractor shall include the project name (Privatization and Development Project), the Project Number (940-0016), the contract number, the Contractor's name, the name of the A.I.D. Project Office (APRE/EM), and the publication or issuance date of the report.

D.2. Unless otherwise specified in a Delivery Order, any commodities purchased and shipped by the Contractor under a Delivery Order shall be in accordance with the supplier's standard export packaging.

END OF SECTION D

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## SECTION E - INSPECTION AND ACCEPTANCE

### E.1. RESPONSIBLE OFFICIAL

In accordance with the clauses of this contract entitled, "Inspection Time and Materials and Labor Hour" (FAR 52.246-06) and "Limitation of Liability - Services" (FAR 52.246.25), inspection and acceptance of all services and supplies required hereunder shall be made only by the cognizant A.I.D. Project Officer (See Section G of this contract), and not by any official of a USAID Mission or any other A.I.D. office. Inspection and acceptance of services and supplies by the cognizant A.I.D. Project Officer shall form the basis for payments to the contractor.

### E.2. MISSION-FUNDED ACTIVITIES

A.I.D. will prepare separate statements of work and budgets for mission-funded activities/buy-ins. The statements will be jointly approved by the A.I.D./W and mission project officers responsible for the project, and will be negotiated under this contract as delivery orders.

### E.3. EVALUATION

A.I.D. will arrange for a midterm and a final evaluation of the project, to be carried out by an independent consultant. The Contractor will cooperate with and facilitate these evaluations.

### E.4. PLACE OF INSPECTION AND ACCEPTANCE

A.I.D. inspection 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 and reports and other deliverable are produced or delivered. 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 and reports and other deliverables are produced or delivered.

### E.5. 52.252-02 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 Office will make the full text available.

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52.245-06 Inspection - Time and Material and Labor Hour  
(JAN 1986)

END OF SECTION E

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SECTION F - DELIVERIES OR PERFORMANCE

F.1. PERIOD OF CONTRACT

The effective date of this contract is December 20, 1990. The estimated completion date is December 19, 1995.

F.2. ORDERING

- a. The following FAR clause applies to this contract and is given in its entirety:

52.216-18 Ordering (APR 1984)

- . (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders by individuals or activities designated in the schedule. Such orders may be issued from December 20, 1990 through November 19, 1995. No order may extend beyond the termination date of the contract.
  - (b) All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control.
  - (c) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally or by written telecommunications only if authorized in the Schedule.
- b. The authorized ordering activity is A.I.D./W, Office of Procurement.
- c. Delivery Order prices will be negotiated based on a written proposal from the Contractor which contains the following information:
- 1) A proposed time schedule for completion of the work;
  - 2) A Contract Pricing Proposal Cover Sheet (SF 1411);
  - 3) Biographical data (A.I.D. Form 1420-17) for proposed personnel, containing salary history for the prior three years. (Bio-data must be properly certified and signed by both the employee and the Contractor.)
  - 4) A certification of salary for all proposed personnel;
  - 5) An Organizational Conflicts of Interest Representation;
  - 6) Proposed other direct costs, e.g., travel, per diem, etc. which are considered necessary for completion of work under the order and sufficient information to establish the basis for the estimate of such costs.

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d. Each Delivery Order shall specify:

- 1) The work to be performed by the Contractor;
- 2) The time and place(s) of performance;
- 3) An effective date and a completion date of the Delivery Order;
- 4) The number of work days ordered for each functional labor category of Contractor-furnished personnel;
- 5) The fixed daily rate for each authorized specialist;
- 6) A ceiling price which shall constitute the maximum obligation of the Government to the Contractor for performance of the Delivery Order;
- 7) Government-furnished property and logistical support, if any, to be furnished to the Contractor, or the alternative means of obtaining same; and
- 8) The funding citations for the delivery order for billing purposes; and
- 9) Authorized work week, language and other requirements.
- 10) No equipment may be purchased under Delivery Orders without specific authorization from the Contracting Officer.
- 11) Funds contained in Contract Number DPE-0015-C-00-1001-00, may from time, be utilized for services rendered under this contract. FUNDS CONTAINED IN DPE-0016-C-00-1001-00 MAY NOT BE UTILIZED WITHOUT SPECIFIC AUTHORIZATION AS SET FORTH IN INDIVIDUAL DELIVERY ORDERS.

**F.3. TECHNICAL DIRECTION**

Performance of the work under each Delivery Order hereunder shall be subject to the technical directions of the cognizant A.I.D. Project Officer as set forth in the individual Delivery Order. Only the cognizant A.I.D. Project Officer (and not any other A.I.D. official) may issue technical directions. As used herein "technical directions" are directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise complete the general scope of the work. "Technical directions" must be within the terms of this contract and the delivery order and any modifications issued hereunder, shall not change or modify them in any way, and shall not constitute Changes which may only be issued by the Contracting Officer.

**F.4. PERFORMANCE OF DELIVERY ORDERS**

- a. The Contractor shall, upon receipt of the fully executed Delivery Order, promptly commence the work specified therein. It is anticipated that there will be very short notice of requirements for services under this contract and the Contractor's prompt response is required.

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- b. SUBJECT TO THE PRIOR WRITTEN APPROVAL OF THE APRE/EM PROJECT OFFICER, THE CONTRACTOR MAY BE AUTHORIZED TO EXTEND THE ESTIMATED COMPLETION DATE OF A DELIVERY ORDER PROVIDED THAT SUCH EXTENSION DOES NOT CAUSE THE ELAPSED TIME FOR COMPLETION OF THE WORK, INCLUDING THE FURNISHING OF ALL DELIVERABLES, TO EXTEND BEYOND 30 CALENDAR DAYS FROM THE ORIGINAL ESTIMATED COMPLETION DATE IN THE DELIVERY ORDER. THE CONTRACTOR MUST ATTACH A COPY OF THE APRE/EM PROJECT OFFICER'S APPROVAL FOR ANY EXTENSION OF THE TERM OF A DELIVERY ORDER TO THE FINAL VOUCHER SUBMITTED FOR PAYMENT.

It is the Contractor's responsibility to ensure that Project Officer-approved adjustments to the original estimated completion date does not result in costs which exceed the ceiling price of the Delivery Order. Under no circumstances shall such Project Officer-approved adjustments authorize the Contractor to be paid any sum in excess of the ceiling price.

Proposed adjustments to the period of performance of a Delivery Order which would cause the elapsed time for completion of the work to exceed 30 calendar days beyond the original estimated completion date must be approved IN WRITING, IN ADVANCE BY THE CONTRACTING OFFICER.

- c. Subject to the prior written approval of the APRE/EM Officer, the Contractor may be authorized to adjust the number of days actually employed in the performance of the work by each functional position specified in a Delivery Order.

The Contractor shall attach a copy of the APRE/EM Project Officer's approval to the voucher submitted for payment.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT PROJECT OFFICER-APPROVED ADJUSTMENTS TO THE WORK DAYS ORDERED FOR EACH FUNCTIONAL POSITION DOES NOT RESULT IN COSTS WHICH EXCEED THE CEILING PRICE OF THE DELIVERY ORDER. UNDER NO CIRCUMSTANCES SHALL SUCH PROJECT OFFICER-APPROVED ADJUSTMENT AUTHORIZE THE CONTRACTOR TO BE PAID ANY SUM IN EXCESS OF THE CEILING PRICE.

#### F.5. REPORTS/DELIVERABLES

- a. In addition to the reporting requirements specified in paragraphs b. and c. below, the Contractor shall submit one copy each to the APRE/EM Project Officer and to the Contracting Officer, MS/OP/OS/LAC, a monthly report within five working days after the end of each month during the

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term of this contract. The report shall include the contract number, a list of delivery orders by number, ceiling price, mission or other client office, completion date of order, and unexpended funds to date.

- b. Reports to be prepared under Delivery Orders, will be specified therein. All such reports shall bear the name of the Contractor, the contract and Delivery Order numbers, and shall be prepared in the English Language unless otherwise specified.
- c. Two copies of all reports required under Delivery Orders shall be submitted to the Center for Development Information and Evaluation, Bureau of Program and Policy Coordination (PPC/CDIE/DI), Agency for International Development, Washington, DC, 20523. The title page of each report shall include the contract, delivery order, and project numbers.

F.6. 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) Clause  
52.212-13 Stop Work Order (AUG 1989)

END OF SECTION F

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1. COGNIZANT A.I.D. PROJECT OFFICER

The cognizant A.I.D. Project Officer is Mark Karns, APRE/EM, A.I.D./Washington, or his designee.

G.2. PAYMENT OFFICE

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

PFM/FM/CMPD/DCB  
Agency for International Development  
Washington, DC 20523

G.3. POST-AWARD ADMINISTRATION OFFICE

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

G.4. CONTRACTOR'S PAYMENT ADDRESS

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

N/A

END OF SECTION G

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## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1. PERSONNEL COMPENSATION

- a. Unless approved in writing, in advance, by the Contracting Officer, salaries for work performed under Delivery Orders issued pursuant to this contract shall not exceed the lesser of the prevailing maximum payable salary rate for a Foreign Service Officer Class FS-1 as established in the payment schedule of the Uniform State/A.I.D./USIA Regulations, or the maximum daily rate set forth in the Table of Fixed Daily Rates.
- b. Section 2311 of the Foreign Service Act of 1980, 5 U.S.C. 5928, and Executive Order 12291 authorized Danger Pay Allowance for U.S. direct-hire employees. When performance of a Delivery Order will be at post where civil insurrection, civil war, or warlike conditions exist, this allowance will be granted to Contractor employees and authorized consultants on the same basis as it is determined for U.S. direct-hire employees.

### H.2. AUTHORIZED WORK WEEK/DAY

- a. Each Delivery Order will specify the length of the authorized work week for performing the required services (5 or 6 days). Regardless of the length of the work week, no overtime or premium pay will be authorized or paid.
- b. "Direct Labor" for the purposes of this contract shall include, in addition to direct time spent in performing services, time actually spent in authorized travel necessary in connection with duties directly related to work under a Delivery Order. In no event, however, will payment be made for any travel time in excess of the time required for travel by the most direct and expeditious route as determined by A.I.D. in its sole discretion.

### H.3. RESTRICTIONS DURING DELIVERY ORDER PERFORMANCE AND ON WORK RESULTING THEREFROM

- a. The personnel specified in each Delivery Order will be considered essential to the work being performed thereunder. Prior to diverting any of these individuals to other duties, 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 Delivery Order. No diversion of personnel shall be made by

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the Contractor without the prior written consent of the Contracting Officer. A.I.D. will not pay for repatriation or fielding costs of departing or replacement personnel, respectively, without prior written approval by the Contracting Officer.

- b. The Contractor and its personnel may be declared ineligible to participate in subsequent A.I.D. contracts related to its Delivery Orders, if necessary, to preclude an organizational conflict of interest. Such restrictions, if any, will be specified in individual Delivery Orders.

**H.4. SPECIAL PROVISION REGARDING THE CLAUSES ENTITLED "TRAVEL AND TRANSPORTATION" (AIDAR 752.7002 AND "PERSONNEL" (AIDAR 52.7027, ALTERNATE 70 AND ALTERNATE 71)**

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

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

**H.5. DEFENSE BASE ACT (DBA) INSURANCE**

Pursuant to the clause of this contract entitled "Workers Compensation Insurance (Defense Base Act)" (AIDAR 752.228-3), the insurance carrier currently under contract with A.I.D. to provide, and from which the Contractor shall purchase, DBA insurance is: Wright & Co.; 1400 Street, NW; Washington, DC

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20005; telephone (202) 289-0220, or (800) 424-9801 outside the Washington area (toll-free).

#### H.6. 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 designee or alternate contact persons.

#### H.7. ANNUAL SALARY INCREASES

Salary increases generally shall not be an issue under this contract. For those individuals performing services on a continuing basis in excess of one year, the annual salary increase may not exceed those provided by the Contractor's established policy and practice or 5%, whichever is less. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of FS-1 may be granted only with the advance written approval of the Contracting Officer.

#### H.8. PROCUREMENT AND SUBCONTRACTING

##### a. Authorized Geographic Code

With reference to the clause of this contract entitled "Source and Nationality Requirements" (AIDAR 752.7004), the following applies:

- 1) Each developing country for which services are specified in a Delivery Order shall be deemed to be a cooperating country for the purpose of permitting

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local cost financing for the activity being conducted in any such country.

- 2) Goods and services, including ocean shipping, financed by A.I.D. under the contract shall have their source and origin in the United States except as A.I.D. may otherwise agree in writing.
- 3) Except as A.I.D. may otherwise agree in writing, the procurement of subcontract technical services shall be financed only with citizens or firms of the United States or non-U.S. citizens lawfully admitted for permanent residence in the United States.

b. Travel and Transportation

- 1) Air travel and transportation shall be financed only on U.S. Flag Air Carriers (A.I.D. Geographic Code 000), unless service by such carriers is unavailable (see the clauses of this contract entitled "Preference for U.S. Flag Air Carriers" (FAR 52.247-63) and "Source and Nationality Requirements" [AIDAR 752.7004]).
- 2) Ocean shipping financed hereunder shall, except as A.I.D. may otherwise agree in writing, be financed only on flag vessels of the United States (A.I.D. Geographic Code 000) (see also the clauses of this contract entitled "Preference for Privately Owned U.S. Flag Commercial Vessels" [FAR 52.247-64] and "Source and Nationality Requirements" [AIDAR 752-7004]).
- 3) Except as A.I.D. may otherwise agree, in writing, marine insurance shall be placed only with insurance companies located in the United States (A.I.D. Geographic Code 000) and authorized to do a marine insurance business in any state of the United States (see the clause of this contract entitled "Source and Nationality Requirements" [AIDAR 752.7004]).

c. Subcontracting

1. In light of objectives of institutionalization and strengthening cooperating country resources, subcontracting with cooperating country firms for specific services (in accordance with FAR 52.244-3, "Subcontracts under Cost-Reimbursement and Letter Contracts") is generally acceptable. With the exception of any subcontractors identified in the

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Contractor's proposal and/or best and final offer which was accepted by A.I.D. through award of this contract, additional subcontracting with firms outside cooperating countries is not generally anticipated. However, should additional subcontracting become necessary, the Contractor shall comply fully with requirements set forth in FAR 52.244-3. Notwithstanding the above, small dollar subcontracting is acceptable for services such as videotaping, conference logistics, etc. This type of activity will be permitted in accordance with applicable regulations.

2. In addition to requirements for Contracting Officer consent, proposed subcontracts shall also be submitted to the Project Officer for clearance prior to award.

#### H.9. ORDINARY COURSE OF BUSINESS

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

END OF SECTION H

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SECTION I - CONTRACT CLAUSES

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

52.252.02 - Clauses Incorporated by Reference (JUN 1988)

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

52.202-01	Definitions (APR 1984)
52.203.01	Officials Not to Benefit (APR 1984)
52.203-03	Gratuities (APR 1984)
52.203-05	Covenant Against Contingent Fees (APR 1984)
52.203-06	Restrictions on Subcontractor Sales to the Government (JUL 1985)
52.203-07	Anti-Kickback Procedures (OCT 1988)
52.203-08	Requirement for Certificate of Procurement Integrity (SEP 1990)
52.203-09	Requirement for Certificate of Procurement Integrity - Modification (SEP 1990)
52.203-10	Remedies for Illegal or Improper Activity (SEP 1990)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JAN 1990)
52.203-13	Procurement Integrity - Service Contracting (SEP 1990)
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (MAY 1989)
52.212-13 & Alt. I	Stop-Work Order (AUG 1989) (APR 1984)
52.215-01	Examination of Records by Comptroller General (APR 1984)
52.215-02	Audit-Negotiation (DEC 1989)
52.215-22	Price Reduction for Defective Cost or Pricing Data (APR 1988)
52.215-24	Subcontractor Cost or Pricing data (APR 1985)
52.215-31	Waiver of Facilities Capital Cost of Money (SEP 1987)
52.215-33	Order of Precedence (JAN 1986)
52.216-21	Requirements (APR 1984)

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52.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (FEB 1990)
52.219-13	Utilization of Women-Owned Small Businesses (AUG 1986)
52.220-01	Preference for Labor Surplus Area Concerns (APR 1984)
52.220-03	Utilization of Labor Surplus Area Concerns (APR 1984)
52.222-02	Payment of Overtime Premiums (JUL 1990)
52.222-03	Convict Labor (APR 1984)
52.222-26	Equal Opportunity (APR 1984)
52.222-29	Notification of Visa Denial (APR 1984)
52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans (APR 1984)
52.222-36	Affirmative Action for Handicapped Workers (APR 1984)
52.222-37	Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (JAN 1988)
52.223-02	Clean Air and Water (APR 1984)
52.223-06	Drug-Free Workplace (JUL 1990)
52.225-11	Certain Communist Areas (APR 1984)
52.225-13	Restrictions on Contracting With Sanctioned Persons (MAY 1989)
52.227-01	Authorization and Consent (APR 1984)
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement (APR 1984)
52.227-03	Patent Indemnity (APR 1984)
52.227-08	Reporting of Royalties (Foreign) (APR 1984)
52.227-11	Patent Rights - Retention by the Contractor (Short Form) (JUN 1989)
52.227-13	Patent Rights - Acquisition by the Government (JUN 1989)
52.227-14	Rights in Data - General (JUN 1987)
52.228-3	Workers' Compensation Insurance (Defense Base Act) (APR 1984)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-7	Insurance-Liability to Third Persons (APR 1984)
52.230-03	Cost Accounting Standards (SEP 1987)
52.230-04	Administration of Cost Accounting Standards (SEP 1987)
52.230-05	Disclosure and Consistency of Cost Accounting Practices (SEP 1987)
52.232-07	Payments Under Time-and-Materials and Labor-Hour Contracts (APR 1984)

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52.232-17	Interest (APR 1984)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (APR 1989)
52.232-28	Electronic Funds Transfer Payment Methods (APR 1989)
52.233-01 & Alternate I	Disputes (APR 1984)
52.233-03 & Alternate I	Protest After Award (AUG 1989) (JUN 1985)
52.237-02	Protection of Government Building, Equipment, and Vegetation (APR 1984)
52.242-01	Notice of Intent to Disallow Costs (APR 1984)
52.243-03	Changes-Time and Materials and Labor Hour Contracts) (AUG 1987)
52.243-07	Notification of Changes (APR 1984)
52.244-03	Subcontracts (Time and Materials and Labor Hour Contractss) (APR 1985)
52.244-05	Competition in Subcontracting (APR 1984)
52.245-04	Government Furnished Property (Short Form) (APR 1984)
52.245-05	Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) (JAN 1986)
52.246-25	Limitation of Liability- Services (APR 1984)
52.247-35	F.o.b. Destination, Within Consignee's Premises (APR 1984)
52.247-63	Preference for U.S. Flag Air Carriers (APR 1984)
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 1984)
52.249-06	Termination (Cost Reimbursement) (MAY. 1986)
& Alternate IV	(APR 1984)
52.249-14	Excusable Delays (APR 1984)
752.202, Alternate 70	Definitions (JAN 1990)
752.202, Alternate 72	Definitions (DEC 1986)
752.203-01	Officials Not to Benefit (APR 1984)
752.219-08	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (APR 1984)
752.228-03	Worker's Compensation Insurance (Defense Base Act) (APR 1989)
752.232-07	Payments under Time-and-Materials and Labor-Hour Contracts
752.245-70	Government Property - A.I.D. Reporting Requirements (APR 1984)

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752.245-71	Title To and Care of Property (APR 1984)
752.7001	Biographical Data (DEC 1988)
752.7002	Travel and 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)
752.7007	Personnel Compensation (AUG 1984)
752.7008	Use of Government Facilities or Personnel (APR 1984)
752.7009	Marking (APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency (APR 1984)
752.7013	Contractor-Mission Relationships (OCT 1989)
752.7014	Notice of Change in Travel Regulations (JAN 1990)
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 (APR 1984)
Alternate 70 and 71	
752.7029	Post Privileges (APR 1984)
752.7032	International Travel Approval and Notification Requirements (JAN 1990)

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

**Portions of this contract are altered as follows:**

- a. FAR 52.216-22: In paragraph "(d)", fill in the blanks:  
"one hundred twenty (120) days after the expiration of the  
contract as shown in schedule".
- b. FAR 52.232-07: For the purpose of this clause, certain  
terms shall be interpreted as follows:
 

The term "contract(s)" includes "delivery order(s);  
"hour(s)" or "Hourly" may be calculated in terms of  
"day(s)" or "daily (8 hours)"; and "materials"  
includes "other direct costs".
- c. The following is added to Clause 52.219-08 entitled  
"Utilization of Small Business Concerns and Small  
Disadvantaged Business Concerns (APR 1984)" in accordance  
with AIDAR 752.219-08.

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"AID Small Business Provision. To permit AID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment, supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to the Small and Disadvantaged Business Utilization (PRE/SDB), AID, Washington, DC, 20023, at least 45 days prior to placing any order in excess of five thousand dollars (5,000), except where a shorter time is requested of, and granted by PRE/SDB:

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

- d. The following is inserted preceding the text of Clause 52.245-04 entitled "Government Furnished Property (Short Form) (APR 1984)" in accordance with AIDAR 752.245-70:

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

- e. The following is inserted following the text of Clause 52.245-04 entitled "Government Furnished Property (Short Form) (APR 1984)" in accordance with AIDAR 752.245-70:

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

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ANNUAL REPORT OF GOVERNMENT PROPERTY  
 IN CONTRACTOR'S CUSTODY  
 (Name of Contractor)  
 As of (End of Contract Year), 19xx

	Furniture and furnishings--	Other non-expendable property
Motor Vehicles	Office Living quarters	

- A. Value of property as of last report
- B. Transactions during this reporting period.
  - 1. Acquisitions (add):
    - a. Purchased by contractor 1/
    - b. Transferred from AID 2/
    - c. Transferred from others without reimbursement 3/
  - 2. Disposals (deduct):
    - a. Returned to AID
    - b. Transferred to AID- Contractor Purchased
    - c. Transferred to other Government agencies 3/
    - d. Other disposals 3/
- C. Value of property as of reporting date
- D. Estimated average age of contractor held property

	Years	Years	Years
<u>1/</u> 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.			
<u>2/</u> Government furnished property listed in this contract as non-expendable.			

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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 records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature"

END OF SECTION I

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TABLE OF FIXED DAILY RATES

<u>Category of Specialist</u>	<u>Maximum Daily Salary</u>	<u>Fixed Multiplier</u>	<u>Fixed Daily Rate</u>
1. Project/Task Manager	\$360	2.65	\$953
2. Accountant	304		805
3. System Analyst	304		805
4. Strategic Planner	360		953
5. Financial Analyst	304		805
6. Economist	304		805
7. Management Consultant	360		953
8. Investment Banker	360		953
9. Public Policy Specialist	360		953
10. Engineer	304		805
11. Privatization Specialist	360		953
12. Marketing Specialist	304		805
13. Operations Specialist	304		805
14. Organizational Specialist	360		953
15. Legal Advisor	360		953
16. Public Relations Spec.	360		953
17. Valuations Specialist	360		953
18. Industry Specialist	304		805
19. Research Specialist	304		805
20. Tax Specialist	304		805
21. Capital Market Specialist	360		953
22. Labor Specialist	304		805

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